

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

Jeffrie Alan Summers II

vs.

Sea Mar Community Health Centers

**CASE NO. 22-2-00773-7 SEA
NOTICE OF COURT DATE (Judges)
(NOTICE FOR HEARING)
SEATTLE COURTHOUSE ONLY
(Clerk's Action Required) (NTHG)**

TO: THE CLERK OF THE COURT and to all other parties per list on Page 2:
PLEASE TAKE NOTICE that an issue of law in this case will be heard on the date below and the Clerk is directed to note this issue on the calendar checked below.

Calendar Date: July 1, 2022 **Day of Week:** Friday

Nature of Motion: Preliminary Approval of Class Action Settlement

CASES ASSIGNED TO INDIVIDUAL JUDGES – SEATTLE
If oral argument on the motion is allowed (LCR 7(b)(2)), contact staff of assigned judge to schedule date and time before filing this notice. Working Papers: The judge's name, date and time of hearing must be noted in the upper right corner of the Judge's copy. Deliver Judge's copies to Judges' Mailroom at C-203
<input checked="" type="checkbox"/> Without oral argument (Mon – Fri) <input type="checkbox"/> With oral argument Hearing Date/Time: _____ Judge's Name: <u>Hon. Suzanne R. Parisien</u> Trial Date: <u>January 17, 2023</u>
CHIEF CRIMINAL DEPARTMENT – SEATTLE (E-955)
<input type="checkbox"/> Bond Forfeiture 3:15 pm, 2 nd Thursday of each month <input type="checkbox"/> Extraordinary Writs from criminal or infraction (Show Cause Hearing) LCR 98.40(d) 3:00 p.m. Mon-Thurs. <input type="checkbox"/> Certificates of Rehabilitation- Weapon Possession (Convictions from Limited Jurisdiction Courts) 3:30 First Tues of each month
CHIEF CIVIL DEPARTMENT – SEATTLE (W-941) *Telephonic Chief Civil Calendar instructions at: https://kingcounty.gov/courts/superior-court/civil/Chief%20Civil%20Calendar.aspx
<input type="checkbox"/> Supplemental Proceedings (LCR 69) (Thurs 1:30 pm) <input type="checkbox"/> Structured Settlements (LCR 40(b)(14)) (Thurs 1:30 pm) <input type="checkbox"/> Extraordinary Writs (Show Cause Hearing) (LCR 98.40) (Thurs 1:30 pm) <input type="checkbox"/> Motions to Consolidate with multiple judges assigned (LCR 42) (without oral argument Mon – Fri) <input type="checkbox"/> Other Chief Civil Motions per LCR: _____ (without oral argument Mon-Fri)
For cases without an assigned judge: <input type="checkbox"/> Dispositive Motions (Fridays . Contact bailiff for hearing time) <input type="checkbox"/> Non-Dispositive Motions (without oral argument Mon – Fri) <input type="checkbox"/> Antiharassment Calendar (Tues 8:30 am via Zoom https://kingcounty.gov/courts/superior-court/civil.aspx) <input type="checkbox"/> Motions for Revisions (LCR 7(b)(8)) (Non-UFC cases only. Motion will be reassigned per LCR 7(b)(8)(B)(ii))

You may list an address that is not your residential address where you agree to accept legal documents.

Sign:s/ Thomas E. Loeser Print/Type Name: Thomas E. Loeser

WSBA # 38701 (if attorney) Attorney for: Plaintiff

Address: 1301 Second Ave., Ste. 2000 City, State, Zip Seattle, WA 98101

Telephone: (206) 623-7292 Email Address: tloeser@hbsslw.com Date: June 17, 2022

NOTICE OF COURT DATE – SEATTLE COURTHOUSE ONLY

www.kingcounty.gov/courts/scforms

Rev. 2/2022

DO NOT USE THIS FORM FOR FAMILY LAW OR EX PARTE MOTIONS.

LIST NAMES AND SERVICE ADDRESSES FOR ALL NECESSARY PARTIES REQUIRING NOTICE

Name Aryn Seiler
Service Address: 1111 3rd Ave., Ste. 2700
City, State, Zip Seattle, WA 98101
WSBA# 57270 Atty. For: Defendant
Telephone #: (206) 436-2020
Email Address: aryn.seiler@lewisbrisbois.com

Name Kathleen A. Nelson
Service Address: 1111 3rd Ave., Ste. 2700
City, State, Zip Seattle, WA 98101
WSBA# 57270 Atty. For: Defendant
Telephone #: (206) 436-2020
Email Address: kathleen.nelson@lewisbrisbois.com

Name Kristen R. Vogel
Service Address: 700 Stewart St., Ste. 5220
City, State, Zip Seattle, WA 98101
WSBA# none Atty. For: United States
Telephone #: (206) 553-7970
Email Address: kristen.vogel@usdoj.gov

Name _____
Service Address: _____
City, State, Zip _____
WSBA# _____ Atty. For: _____
Telephone #: _____
Email Address: _____

Name _____
Service Address: _____
City, State, Zip _____
WSBA# _____ Atty. For: _____
Telephone #: _____
Email Address: _____

Name _____
Service Address: _____
City, State, Zip _____
WSBA# _____ Atty. For: _____
Telephone #: _____
Email Address: _____

IMPORTANT NOTICE REGARDING CASES

Party requesting hearing must file motion & affidavits separately along with this notice. List the names, addresses and telephone numbers of all parties requiring notice (including GAL) on this page. Serve a copy of this notice, with motion documents, on all parties.

The original must be filed at the Clerk's Office not less than **nine** court days prior to requested hearing date, except for Summary Judgment Motions (to be filed with Clerk 28 days in advance).

THIS IS ONLY A PARTIAL SUMMARY OF THE LOCAL RULES AND ALL PARTIES ARE ADVISED TO CONSULT WITH AN ATTORNEY.

The SEATTLE COURTHOUSE is in Seattle, Washington at 516 Third Avenue. The Clerk's Office is on the sixth floor, room E609. The Judges' Mailroom is Room C-203.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

JEFFRIE ALAN SUMMERS II, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

SEA MAR COMMUNITY HEALTH
CENTERS,

Defendant.

No. 22-2-00773-7 SEA

**PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
MEMORANDUM IN SUPPORT**

1 **TABLE OF CONTENTS**

Page

2 I. INTRODUCTION 1

3 II. BACKGROUND 2

4 A. Defendant Sea Mar 2

5 B. The Data Incident..... 2

6 C. Litigation Background and Plaintiff’s Claims and Relief Sought 3

7 D. Settlement Negotiations 4

8 III. SUMMARY OF PROPOSED SETTLEMENT TERMS 4

9 A. Proposed Settlement Class 4

10 B. Business Practice Changes..... 5

11 C. Settlement Fund 5

12 1. Out-Of-Pocket Losses 6

13 D. Credit Monitoring Services..... 7

14 E. Class Notice and Settlement Administration 7

15 F. Class Representative Service Awards, Attorneys’ Fees, and Costs..... 8

16 G. Reduction or Residual..... 9

17 H. Class Release 9

18 IV. LEGAL AUTHORITY 9

19 A. The Settlement Class Should Be Certified..... 11

20 1. The Requirements of Washington Civil Rule 23(a) are

21 Satisfied..... 12

22 a. Numerosity..... 12

23 b. Commonality..... 12

24 c. Typicality 13

25 d. Adequacy 14

26 2. The Requirements of Washington Civil Rule 23(b) are

27 satisfied. 15

28 a. Predominance..... 15

b. Common Questions Predominate 16

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

c.	Superiority.....	16
B.	The Proposed Settlement Warrants Preliminary Approval Because It Falls Within the Range of Reasonable Possible Approval.....	18
C.	Rule 23(e)(2) Factors Are Satisfied.....	18
1.	Lead Plaintiff and His Counsel Have Adequately Represented the Class.....	18
2.	The Proposed Settlement Is the Result of Good Faith Arm’s-Length Negotiations by Informed, Experienced Counsel Who Were Aware of the Risks of the Litigation.....	18
3.	The Settlement Provides the Class Adequate Relief.....	20
a.	The Substantial Benefits for the Class, Weighted Against the Costs, Risks and Delay of Trial and Appeal Support Preliminary Approval.....	20
b.	The Proposed Method for Distributing Relief Is Effective.....	21
4.	The Proposal Is Designed to Treat Class Members Equitably.....	22
D.	The Remaining Ninth Circuit Factors Are Satisfied.....	22
E.	Approval of the Proposed Class Notice is Warranted.....	23
V.	CONCLUSION.....	24

1 **TABLE OF AUTHORITIES**

2 **Page(s)**

3 **CASES**

4 *Allen v. Bedolla,*
787 F.3d 1218 (9th Cir. 2015)9

5 *Amchem Prods., Inc. v. Windsor,*
6 521 U.S. 591, 117 S. Ct. 2231, 138 L. Ed. 2d 689 (1997).....15, 16

7 *In re Anthem, Inc. Data Breach Litig.,*
8 327 F.R.D. 299 (N.D. Cal. 2018).....17

9 *Billitri v. Secs. Am., Inc.,*
10 Nos. 3:09-cv-01568-F, 3:10-cv-01833-F, 2011 WL 3586217 (N.D. Tex. Aug.
4, 2011)24

11 *Brown v. Brown,*
12 6 Wn. App. 249, 492 P.2d 581 (1971)10, 12

13 *CGC Holding Co., LLC v. Broad & Cassel,*
14 773 F.3d 1076 (10th Cir. 2014)17

15 *City of Seattle v. Blume,*
134 Wn.2d 243, 947 P.2d 223 (1997)9

16 *Class Plaintiffs v. City of Seattle,*
17 955 F.2d 1268 (9th Cir. 1992)11

18 *Cottle v. Plaid Inc.,*
340 F.R.D. 356 (N.D. Cal. 2021).....12, 15, 16

19 *De Funis v. Odegaard,*
20 84 Wn.2d 617, 529 P.2d 438 (1974).....14

21 *Gordon v. Chipotle Mexican Grill, Inc.,*
22 No. 17-cv-01415-CMA-SKC, 2019 WL 6972701 (D. Colo. Dec. 16, 2019).....20

23 *Hammond v. The Bank of N.Y. Mellon Corp.,*
2010 WL 2643307 (S.D.N.Y. June 25, 2010)21

24 *Hanlon v. Chrysler Corp.,*
25 150 F.3d 1011 (9th Cir. 1998)11, 15

26 *In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.,*
27 293 F.R.D. 21 (D. Me. 2013).....21

28 *Hansen v. Ticket Track, Inc.,*
213 F.R.D. 412 (W.D. Wash. 2003)14

1 *Hapka v. CareCentrix, Inc.*,
2018 WL 1871449 (D. Kan. Feb. 15, 2018)18

2

3 *In re Heartland Pmt. Sys.*,
851 F. Supp. 2d 1040 (S.D. Tex. 2012)17

4

5 *Hughes v. Microsoft Corp.*,
No. C98-1646C, 2001 WL 34089697 (W.D. Wash. Mar. 26, 2001).....19

6 *In re Hyundai & Kia Fuel Econ. Litig.*,
926 F.3d 539 (9th Cir. 2019)9

7

8 *Kim v. Allison*,
8 F.4th 1170 (9th Cir. 2021)22

9

10 *Lucas v. Kmart Corp.*,
234 F.R.D. 688 (D. Colo. 2006)19

11 *Marquardt v. Fein*,
25 Wn. App. 651, 612 P.2d 378 (1980)14

12

13 *Miller v. Farmer Bros. Co.*,
115 Wn. App. 815, 64 P.3d 49 (2003)12, 16

14 *Mullane v. Cent. Hanover Bank & Tr. Co.*,
339 U.S. 306, 70 S. Ct. 652, 94 L. Ed. 865 (1950).....23

15

16 *Officers for Justice v. Civil Serv. Comm’n*,
688 F.2d 615 (9th Cir. 1982)11

17

18 *Ortiz v. Fibreboard Corp.*,
527 U.S. 815, 119 S. Ct. 2295, 144 L. Ed. 2d 715 (1999).....19

19 *In re Phenylpropanolamine (PPA) Prods. Liab. Litig.*,
227 F.R.D. 553 (W.D. Wash. 2004)19

20

21 *Philadelphia Housing Auth. v. Am. Radiator & Std. Sanitary Corp.*,
323 F. Supp. 364 (E.D. Pa. 1970)10, 11

22

23 *Pickett v. Holland Am. Line-Westours, Inc.*,
145 Wn.2d 178, 35 P.3d 351 (2001).....9, 10

24 *Rodriguez v. W. Publ’g Corp.*,
563 F.3d 948 (9th Cir. 2009)22

25

26 *Rollins v. Dignity Health*,
336 F.R.D. 456 (N.D. Cal. 2020).....9, 10, 11

27

28 *Sitton v. State Farm Mut. Auto. Ins. Co.*,
116 Wn. App. 245, 63 P.3d 198 (2003)16

1 *Smith v. Behr Process*,
2 113 Wn. App. 306, 54 P.3d 665 (2002)12, 13, 16, 17

3 *State v Oda*,
4 111 Wn. App. 79, 44 P.3d 8 (2002)13

5 *Stott v. Capital Fin. Servs.*,
6 277 F.R.D. 316 (N.D. Tex. 2011)24

7 *Stromberg v. Qualcomm Inc.*,
8 14 F.4th 1059 (9th Cir. 2021)15

9 *In re Target Corp. Customer Data Sec. Breach Litig.*,
10 892 F.3d 968 (8th Cir. 2018)14

11 *In re The Home Depot, Inc., Customer Data Sec. Breach Litig.*,
12 2016 WL 6902351 (N.D. Ga. Aug. 23, 2016)18

13 *Valentino v. Carter-Wallace, Inc.*,
14 97 F.3d 1227 (9th Cir. 1996)17

15 *West Va. v. Chas. Pfizer & Co.*,
16 440 F.2d 1079 (2d Cir. 1971).....11

17 *Zinser v. Accufix Rsch. Inst.*,
18 253 F.3d 1180 (9th Cir. 2001)17

19 **OTHER AUTHORITIES**

20 William Rubenstein et al., *Newberg on Class Actions* (4th ed. 2002 & Supp.
21 2004)10, 12

22 5 James Wm. Moore, *Moore’s Federal Practice* § 23.83[1], at 23-336.2 to 23-339
23 (3d ed. 2002)10

24 2 *McLaughlin on Class Actions* § 6:7 (8th ed. 2011)20

25 CR 23 *passim*

1 Plaintiff Jeffrie Alan Summers II, on behalf of himself and the other members of the
2 Proposed Settlement Class (together, “Plaintiffs”) and Defendant Sea Mar Community Health
3 Centers (hereinafter, “Sea Mar” or “Defendant” and collectively with Plaintiffs, the “Settling
4 Parties”¹), respectfully move the Court for an order: 1) granting preliminary approval of the
5 settlement reached in this action, as set out in the settlement agreement attached as Exhibit A; 2)
6 approving the proposed Notice to Class Members of the settlement and the hearing on objections
7 to the proposed settlement and final approval of the settlement in the form attached as Exhibit B;
8 3) directing issuance of Notice to Settlement Class Members; 4) determining that the Court will
9 likely be able to approve the Settlement Agreement under the Superior Court Civil Rules, and
10 determining that the Court will likely be able to certify the Settlement Class for purposes of
11 judgment, consistent with all material provisions of the Settlement Agreement, and; 5) Setting a
12 schedule for the filing of objections to the proposed settlement and hearing on final approval of
13 the settlement

14 I. INTRODUCTION

15 The Action relates to the targeted data security incident that Sea Mar publicly
16 acknowledged on October 29, 2021. Sea Mar, a Washington State health care provider,
17 announced that between December 2020 and March 2021, an unauthorized individual hacked
18 Sea Mar’s network and obtained unauthorized access to confidential files containing current and
19 former patients’ Private Information (the “Data Incident”). Plaintiff alleges that, for at least three
20 months, the cybercriminals who hacked into Sea Mar’s network had access to files containing
21 information pertaining to Sea Mar patients (like Plaintiff). The accessed data included names,
22 dates of birth, driver’s license numbers, medical histories, treatment information, medication or
23 prescription information, and health insurance information, including health insurance plan
24 member IDs and, for a small subset, Social Security Numbers. The threat actor—known as the
25 “Marketo gang”—stole 3 TB of sensitive data from Sea Mar and thereafter posted it for sale on
26

27 ¹ The Settling Parties consist of Defendant Sea Mar, the Plaintiff in this action (Summers), Plaintiff Alan Hall in
28 *Hall v. Sea Mar Community Health Centers*, No. 21-2-15130-9 SEA (“*Hall*”), and Kristina Wright, who would have
been added to the *Hall* action if the cases had not settled. Plaintiff Hall and Ms. Wright are proposed Settlement
Class Representatives.

1 the “Marketo marketplace,” a marketplace where cybercriminals sell their stolen data to the
2 highest bidder on the dark web.

3 Following extensive arm’s-length negotiations, which included an all-day mediation and
4 continued negotiations in the weeks that followed and, ultimately, a mediator’s proposal, the
5 Settling Parties have reached an agreement to resolve the claims in this class action. The
6 Settlement is, undeniably, an outstanding result for the Class. It consists of a non-reversionary
7 common fund of \$4.4 million. The additional terms and conditions of the Settlement are set
8 forth in the Settlement Agreement attached hereto as **Exhibit A** (hereafter “S.A.”). If approved,
9 this settlement resolves the claims asserted in this putative class action lawsuit captioned
10 *Summers v. Sea Mar Community Health Centers*, No. 22-2-00773-7 SEA (Wash. Super. Ct.,
11 King Cnty. filed Jan. 14, 2022) (“*Summers*”), currently pending in the King County Superior
12 Court of Washington (the “Action”) and related actions² arising from the Data Incident.

13 **II. BACKGROUND**

14 **A. Defendant Sea Mar**

15 Sea Mar is a health care provider in the state of Washington. In the ordinary course of
16 receiving treatment and health care services from Sea Mar, patients are required to provide
17 sensitive personal and private information, including names, dates of birth, Social Security
18 numbers, driver’s license numbers, financial account information, payment card information,
19 medical histories, treatment information, medication or prescription information, beneficiary
20 information, address, phone number, and email address, and health insurance information,
21 including health insurance plan member IDs (collectively the “Personal Information”).

22 **B. The Data Incident**

23 According to the allegations in Plaintiff’s Complaint, on June 24, 2021, a threat actor
24 informed Sea Mar that it had successfully acquired, accessed, used, and/or disclosed the
25

26 ² Including, but not limited to: (i) *Barnes, et al. v. Sea Mar Community Health Centers*, No. 2:22-cv-00181-TLF
27 (W.D. Wash.), (ii) *Lopez v. Sea Mar Community Health Centers*, No. 2:22-cv-00185-MJP (W.D. Wash.), (iii)
28 *Waliany v. Sea Mar Community Health Centers*, No. 2:22-cv-00182-TSZ (W.D. Wash.), (iv) *Maynor v. Sea Mar*
Community Health Center, No. 2:22-cv-00187-RSM (W.D. Wash.), and (v) *Hall v. Sea Mar Community Health*
Centers, No. 21-2-15130-9 SEA (King Cnty. Super. Ct.) (collectively, the “Related Actions”).

1 sensitive, confidential, nonpublic Personal Information of Plaintiff and Class Members. Sea
2 Mar's investigation into the incident revealed that between December 2020 and March 2021, an
3 unauthorized individual accessed Sea Mar's IT network and allegedly obtained unauthorized
4 access to confidential files containing current and former patients' Personal Information,
5 including the Personal Information of Plaintiff and Class Members.

6 As a result of the Data Incident, Defendant notified Plaintiff and approximately 1.2
7 million Class Members that their Personal Information may have been compromised.

8 **C. Litigation Background and Plaintiff's Claims and Relief Sought**

9 Beginning in or around November 12, 2021, the Related Actions were filed against Sea
10 Mar in the Superior Court of the State of Washington in and for the County of King, alleging,
11 among other things, that Sea Mar failed to properly protect personal information in accordance
12 with its duties, had inadequate data security, and delayed notifying potentially impacted
13 individuals of the Data Incident.

14 Plaintiff sought equitable, monetary, and injunctive relief in this matter, premised on
15 claims arising out of Sea Mar's alleged (1) failure to take adequate and reasonable measures to
16 ensure its data systems were protected against unauthorized intrusions; (2) failure to properly
17 monitor the computer network and systems that housed the Private Information; (3) failure to
18 disclose that it did not have adequately robust computer systems and security practices to
19 safeguard patient Private Information; (4) failure to take standard and reasonably available steps
20 to prevent the Data Incident; and (5) failure to provide Plaintiff and Class Members prompt
21 notice of the Data Incident.

22 Plaintiff alleged violations of (1) RCW 70.02.005, Washington State Uniform Healthcare
23 Information Act, and (2) RCW 19.86.010, Washington State Consumer Protection Act, as well as
24 allegations of (3) negligence, (4) breach of express contract, (5) breach of implied contract, and
25 (6) breach of confidence, with claims made by Plaintiff for actual damages, compensatory
26 damages, statutory penalties, disgorgement, restitution, credit monitoring, punitive damages,
27 injunctive relief regarding notices and security practices, attorney fees and costs, and pre- and
28 post-judgment interest.

1 Sea Mar denies: (i) the allegations and all liability with respect to facts and claims
2 alleged; (ii) that the class representatives and the class they purport to represent have suffered
3 any damage; and (iii) that the action satisfies the requirements to be certified or tried as a class
4 action under CR 23. Nonetheless, Sea Mar has concluded that further litigation would be
5 protracted and expensive, and that it is desirable to fully and finally settle the actions in the
6 manner and upon the terms and conditions set forth in the Proposed Settlement Agreement.

7 **D. Settlement Negotiations**

8 Shortly after the lawsuit was filed, Plaintiff in the *Hall* action served Sea Mar with formal
9 written discovery related to the merits of Plaintiff’s claims, potential defenses thereto, and class
10 certification. *See* the Declaration of Gary M. Klinger (“Klinger Decl.”), attached hereto as
11 **Exhibit C, at ¶ 18**. Defendant responded to the written discovery requests and produced
12 documents. Klinger Decl. ¶ 19. Shortly thereafter, the Settling Parties began to explore
13 resolution through their counsel. *Id.* ¶ 20. The Settling Parties ultimately agreed to an all day
14 mediation with highly respected mediator and former federal Magistrate Judge the Honorable
15 Wayne R. Andersen (Ret.) of JAMS. *Id.* Prior to the mediation, the Parties exchanged lengthy
16 mediation briefs where they addressed the strengths and weaknesses of each party’s claims and
17 defenses both on the merits and for class certification. *Id.* ¶ 21. Following extensive arm’s length
18 settlement negotiations conducted through Judge Andersen that included an unsuccessful
19 mediation session on March 29, 2022, followed by continued negotiations, and culminating in a
20 mediator’s proposal which the Parties accepted, the Parties reached a resolution that—if
21 approved—will resolve all pending litigation and provide adequate relief. *Id.* ¶ 22.

22 **III. SUMMARY OF PROPOSED SETTLEMENT TERMS**

23 **A. Proposed Settlement Class**

24 The Settlement Agreement will provide relief for the following class:

25 All persons whose Private Information was maintained on Sea
26 Mar’s computer systems and/or network that was potentially
27 compromised in the Data Incident. The Settlement Class
28 specifically excludes: (i) Defendant and its officers and directors;
(ii) all Settlement Class Members who timely and validly submit
requests for exclusion from the Settlement Class; (iii) any other

1 Person found by a court of competent jurisdiction to be guilty under
2 criminal law of initiating, causing, aiding or abetting the criminal
3 activity occurrence of the Data Incident or who pleads *nolo*
4 *contendre* to any such charge; and (iv) members of the judiciary to
whom this case is assigned, their families, and members of their
staff.

5 S.A. ¶ 41. This proposed class encompasses approximately 1.2 million Class Members. Klinger
6 Decl. ¶ 23. Notably, of the 1.2 million Class Members, less than 165,000 Class Members
7 potentially had their Social Security Numbers compromised in the Data Incident, according to
8 Defendant’s investigation. *Id.* ¶ 23.

9 **B. Business Practice Changes**

10 Enhanced and improved data security is a critical aspect of the Settlement. Specifically,
11 Sea Mar has made, and continues to make, substantial enhancements, expenditures, and
12 improvements to its security environment in response to the litigation. S.A. ¶ 61. Sea Mar will
13 provide a further description of its security enhancements (and the costs related thereto) to the
14 Court under Seal. *Id.*

15 These measures Sea Mar has and will implement directly relate to the inadequacies in Sea
16 Mar’s information security environment that Plaintiff alleges to have caused the Data Incident.

17 **C. Settlement Fund**

18 In addition to addressing the identified security deficiencies, the Settlement requires Sea
19 Mar to pay \$4.4 million into a non-reversionary common fund created by the Settlement
20 Administrator and funded by Sea Mar (the “Settlement Fund”). This fund will be used to fund (a)
21 Settlement Payments or Settlement Checks, (b) IDX Protection services, (c) Settlement
22 Administration Costs, (d) Service Awards to Named Plaintiffs, and (e) Attorney’s Fees. S.A.
23 ¶ 44. Plaintiffs believe the \$4.4 million fund will be more than ample to accommodate the
24 amounts drawn from it, (Klinger Decl. ¶ 24), but, in the unlikely event it is not, the total cost to
25 Sea Mar will not exceed \$4.4 million and all claims drawn from it will be reduced pro rata. S.A.
26 ¶ 50.

1 **1. Out-Of-Pocket Losses**

2 Settlement Class Members who submit a timely Valid Claim using an approved Claim
3 Form will be eligible to be paid the following compensation subject to the limits of the
4 Settlement Fund:

- 5 a. Compensation for Ordinary Losses: Sea Mar will provide compensation for
6 unreimbursed losses, up to a total of \$2,500.00 per person, upon submission
7 of a timely, complete, and valid Claim Form, along with necessary
8 supporting documentation, for the following losses:
- 9 (1) Documented Out-of-Pocket Losses incurred as a result of the Data
10 Incident, including unreimbursed bank fees, long distance phone
11 charges, cell phone charges (only if charged by the minute), data charges
12 (only if charged based on the amount of data used), postage, or gasoline
13 for local travel;
- 14 (2) Documented fees for Unreimbursed Identity Protection expenses, such
15 as credit reports, credit monitoring, or other identity theft insurance
16 products purchased between December 1, 2020, and the date of the
17 Preliminary Approval Order; and
- 18 (3) Reimbursement of Attested Time: Settlement Class Members are also
19 eligible to receive reimbursement for up to a total cap of ten (10) hours
20 of lost time (calculated at the rate of \$30 per hour) spent remedying the
21 issues related to the Data Incident, but only if a minimum of a full hour
22 was spent. Settlement Class Members may receive reimbursement up to
23 ten (10) hours of lost time if the Settlement Class Member attests that
any claimed lost time was spent related to the Data Incident.
- 24 b. Alternative Cash Payment: In the alternative to Compensation for Ordinary
25 Losses, Class Members may make a claim for a cash payment of one
26 hundred dollars (\$100.00).
- 27 c. Compensation for Extraordinary Losses: Settlement Class Members are
28 also eligible to receive reimbursement for documented Extraordinary
Losses, not to exceed \$25,000.00 per Settlement Class Member for
documented monetary loss that is, *inter alia*, arising from financial fraud or
identity theft.

24 S.A. ¶ 49.

25 Claims will be subject to review for timeliness, completeness, and validity by a
26 Settlement Administrator. S.A. ¶¶ 51-53.

1 **D. Credit Monitoring Services**

2 In addition to the above monetary benefits, and to provide protection for Settlement Class
3 Members against future identity theft, all Settlement Class Members will also receive an access
4 code in their Settlement Notice that will enable them to enroll in IDX Identity Protection
5 Services (IDX Service) for 3-bureau credit monitoring. S.A. ¶ 54. IDX also carries a \$1 million
6 policy protecting the subscriber, Cyberscan Dark Web Monitoring, Fully-Managed Identity
7 Restoration, and Member Advisory Services for both adult and minor enrollees. *Id.* This service
8 is offered to all Settlement Class Members for a period of three (3) years, with Settlement Class
9 Members able to enroll at any point for the duration of the contract (meaning that a Settlement
10 Class Members could enroll in year 2 and have coverage for the duration of the term of the
11 contract). *Id.*

12 **E. Class Notice and Settlement Administration**

13 Subject to the Court’s approval, the Parties have agreed to retain Kroll Business Services
14 (“Kroll”), a nationally recognized class action settlement administrator, as **Settlement**
15 **Administrator**.

16 After the settlement is preliminarily approved by the Court, the Settlement Administrator
17 will mail to each Settlement Class Member a Postcard Notice (1) notifying the Settlement Class
18 member of the settlement and a summary of its terms; (2) providing the Settlement Class
19 Member with the URL of the settlement website; and (3) instructing the Settlement Class
20 Member on how to make a claim. S.A. ¶ 63. Sea Mar will cooperate in providing to the
21 Settlement Administrator class member contact information, including physical addresses, which
22 will be kept strictly confidential between the Administrator, Sea Mar, and Class Counsel. *Id.*
23 ¶ 62. After the Court enters an order finally approving the Settlement, the Settlement
24 Administrator shall distribute payments out of the Settlement Fund as set forth in the Agreement.
25 *Id.* ¶¶ 55-59, 67. Cash payments to Settlement Class Members will be made by check or
26 electronic payment sent from the Administrator. *Id.*

1 Subject to Court approval, the Settlement Administrator will provide the **Class Notice** to
2 all Class Members as described in the Settlement Agreement.³ The current and agreed upon
3 Notice Plan calls for direct and individual Notice to be provided to Settlement Class Members
4 via United States Postal Service first class mail. *Id.* ¶ 63. The Settlement Administrator will be
5 responsible for obtaining the name and mailing address of Settlement Class Members from
6 Defendant. *Id.* ¶¶ 67-68. The Settlement Administrator will also establish a dedicated settlement
7 website and will maintain and update the website throughout the claim period, with the forms of
8 Short Notice, Long Notice, and Claim Form approved by the Court, as well as the Settlement
9 Agreement, contact information for Class Counsel, Sea Mar’s Counsel, and the Administrator.
10 *Id.* The Settlement Administrator will also make a toll-free telephone line for Settlement Class
11 Members to call with Settlement-related inquiries, answer the questions of Settlement Class
12 Members who call with or otherwise communicate such inquiries, and establish and maintain a
13 post office box for mailed written notifications of exclusion or objections from the Settlement
14 Class. *Id.*

15 **F. Class Representative Service Awards, Attorneys’ Fees, and Costs**

16 The Parties have agreed that Plaintiff will separately petition the Court to award each
17 Settlement Class Representative a service award up to \$2,500.00 in recognition of the time,
18 effort, and expense they incurred pursuing claims that benefited the entire class. This payment
19 will also be made from the Settlement Fund and shall be separate and apart from any other
20 benefits available to the Settlement Class Representatives and Participating Settlement Class
21 Members under the terms of the Settlement Agreement. S.A. ¶ 80.

22 Plaintiff will also separately seek an award of attorneys’ fees and reimbursement of
23 litigation costs and expenses. Subject to Court approval, Class Counsel will ask the Court to
24

25 ³ Attached as Exhibit B are the Settling Parties’ revised proposed Notice documents and Claim Form pursuant
26 to Class Counsel’s authority to “take all appropriate actions required or permitted to be taken . . . to carry out the
27 spirit of th[e] Settlement Agreement and to ensure the fairness to the Settlement Class.” Ex. A, ¶ 90. The Settling
28 Parties reached the proposed class action settlement agreement while the lawsuit captioned *Hall v. Sea Mar
Community Health Centers*, No. 21-2-15130-9 SEA (“*Hall*”) was removed and pending before the United States
District Court for the Western District of Washington, *Hall v. Sea Mar Community Health Centers*, No. 2:22-CV-
00184 (W.D. Wash.). That case was remanded to the King County Superior Court on May 4, 2022. *Hall v. Sea Mar
Community Health Centers*, No. 2:22-CV-00184 (W.D. Wash.), ECF No. 21.

1 approve, and Defendants agree not to oppose, an award of Attorneys' Fees of up to thirty percent
2 (30%) of the Settlement Fund (\$1,320,000.00) plus litigation costs and expenses not to exceed
3 \$30,000.00 to be paid from the Settlement Fund. S.A. ¶ 82.

4 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses,
5 and/or service award to the Representative Plaintiff, until after the substantive terms of the
6 settlement had been agreed upon. Klinger Decl. ¶ 25.

7 **G. Reduction or Residual**

8 If the Settlement Fund is insufficient to cover all Out-of-Pocket Losses, all such claims
9 will be reduced on a pro rata basis. S.A. ¶ 50. Conversely, should there be a residue, all
10 remaining funds will be distributed on a pro rata basis to all Settlement Class Members who
11 submit a Valid Claim up to an additional \$100 for each claimant. Any remaining funds after that
12 distribution will be paid to a *cy pres* recipient to be agreed upon by the parties (or pursuant to
13 Wash. Super. Ct. R. 23) and subject to Court approval. S.A. ¶ 50.

14 **H. Class Release**

15 In exchange for the benefits provided under the Settlement Agreement, Settlement Class
16 Members will release any and all claims against Sea Mar related to or arising from any of the
17 facts alleged in the complaints filed in this litigation. S.A. ¶ 78.

18 **IV. LEGAL AUTHORITY**

19 As a matter of “express public policy,” Washington courts strongly favor and encourage
20 settlements. *City of Seattle v. Blume*, 134 Wn.2d 243, 258, 947 P.2d 223 (1997); *see also Pickett*
21 *v. Holland Am. Line-Westours, Inc.*, 145 Wn.2d 178, 190, 35 P.3d 351 (2001), *petition denied*
22 *sub nom. Bebchick v. Holland Am. Line-Westours, Inc.*, 536 U.S. 941, 122 S. Ct. 2624, 153 L.
23 Ed. 2d 806 (2002) (“[V]oluntary conciliation and settlement are the preferred means of dispute
24 resolution.” (citation omitted)). This is particularly true in class actions and other complex
25 matters where the inherent costs, delays, and risks of continued litigation might otherwise
26 overwhelm any potential benefit the class could hope to obtain. *See In re Hyundai & Kia Fuel*
27 *Econ. Litig.*, 926 F.3d 539, 555–56 (9th Cir. 2019) (*en banc*); *Allen v. Bedolla*, 787 F.3d 1218,
28 1223 (9th Cir. 2015). Nonetheless, the settlement of a class action requires the court’s approval

1 in order to ensure that the settlement is fair, reasonable, and adequate. This inquiry requires that
2 the reviewing court decide whether the settling parties have shown that the court likely will be
3 able both (i) to approve the proposal and, if it has not previously certified a class, (ii) to certify
4 the class for purposes of judgment on the proposal. This requirement has been characterized as
5 “a preliminary determination that the settlement ‘is fair, reasonable, and adequate’” when
6 considering the factors set out in Rule 23. *Rollins v. Dignity Health*, 336 F.R.D. 456, 461 (N.D.
7 Cal. 2020). The decision to approve or reject a proposed settlement is committed to the Court’s
8 sound discretion. *See Pickett*, 145 Wn.2d at 190 (an appellate court will “intervene in a judicially
9 approved settlement of a class action only when the objectors to that settlement have made a
10 clear showing that the [trial court] has abused its discretion.”).

11 The requirements of Washington Civil Rule 23 are procedural and require notice of the
12 settlement be given to the class. Washington Civil Rule 23 is nearly identical to its federal
13 counterpart, Federal Rule of Civil Procedure 23. Consequently, Washington courts look to the
14 more numerous federal cases for guidance, finding such cases to be highly persuasive. *Pickett*,
15 145 Wn.2d at 188; *Brown v. Brown*, 6 Wn. App. 249, 252, 492 P.2d 581, 583 (1971).

16 The purpose of the Court’s preliminary evaluation of the settlement is to determine
17 whether it falls “within the range of possible approval,” *Rollins*, 336 F.R.D. at 461 (citing *In re*
18 *Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1080 (N.D. Cal. 2007)), and thus whether
19 notice to the class of the terms and conditions of the settlement, and the scheduling of a formal
20 fairness hearing, are worthwhile. *Pickett*, 145 Wn.2d at 188 (“[A] proposed settlement may be
21 approved by the trial court if it is determined to be ‘fair, adequate, and reasonable,’”); William
22 Rubenstein et al., *Newberg on Class Actions* § 11.25 *et seq.*, and § 13.64 (4th ed. 2002 and Supp.
23 2004) (“*Newberg*”). Preliminary approval does not require the Court to make a final
24 determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made
25 only at the final approval stage, after notice of the settlement has been given to the class
26 members and they have had an opportunity to voice their views of the settlement or to exclude
27 themselves from the settlement. *See* 5 James Wm. Moore, *Moore’s Federal Practice* §
28 23.83[1], at 23-336.2 to 23-339 (3d ed. 2002). Thus, in considering a potential settlement, the

1 Court need not reach any ultimate conclusions on the issues of fact and law which underlie the
2 merits of the dispute, *West Va. v. Chas. Pfizer & Co.*, 440 F.2d 1079, 1086 (2d Cir. 1971), and
3 need not engage in a trial on the merits, *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615,
4 625 (9th Cir. 1982). Preliminary approval is merely the prerequisite to giving notice so that “the
5 proposed settlement . . . may be submitted to members of the prospective class for their
6 acceptance or rejection.” *Philadelphia Hous. Auth.*, 323 F. Supp. at 372.

7 Preliminary approval of a class action settlement, and proceeding to class notice stage, is
8 appropriate if “the proposed settlement appears to be the product of serious, informed, non-
9 collusive negotiations, has no obvious deficiencies, does not improperly grant preferential
10 treatment to class representatives or segments of the class, and falls within the range of possible
11 approval.” *Rollins*, 336 F.R.D. at 461 (citing *In re Tableware*, 484 F. Supp. 2d at 1079).

12 “The initial decision to approve or reject a settlement proposal is committed to the sound
13 discretion of the trial judge.” *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir.
14 1992). But courts must give “proper deference to the private consensual decision of the parties,”
15 since “the court’s intrusion upon what is otherwise a private consensual agreement negotiated
16 between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned
17 judgment that the agreement is not the product of fraud or overreaching by, or collusion between,
18 the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate
19 to all concerned.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998).

21 **A. The Settlement Class Should Be Certified.**

22 The proponent of a settlement class must demonstrate that (1) the action meets
23 Washington Civil Rule 23(a)’s requirements of numerosity, commonality, typicality, and
24 adequate representation, and (2) that the action falls within one of the three categories of class
25 actions provided for in Washington Civil Rule 23(b).
26
27
28

1 **1. The Requirements of Washington Civil Rule 23(a) are Satisfied.**

2 **a. Numerosity**

3 Washington Civil Rule 23(a)(1) requires the class to be “so numerous that joinder of all
4 members is impractical.” CR 23(a)(1). “As a general matter, courts have found that numerosity is
5 satisfied when class size exceeds 40 members, but not satisfied when membership dips below
6 21.” *Cottle v. Plaid Inc.*, 340 F.R.D. 356, 370 (N.D. Cal. 2021) (quoting *Slaven v. BP Am., Inc.*,
7 190 F.R.D. 649, 654 (C.D. Cal 2000)). Impracticability of joinder does not mean impossibility,
8 but rather difficulty or inconvenience. *Miller v. Farmer Bros. Co.*, 115 Wn. App. 815, 821, 64
9 P.3d 49 (2003). While there is no fixed rule with respect to the requisite number of class
10 members, more than 40 generally suffices. *Id.* at 822.

11 Here, the class definition includes all individuals impacted by the Sea Mar Data Incident.
12 This proposed class encompasses approximately 1.2 million individuals, which is enough to
13 surpass the threshold required to establish numerosity. This figure was derived from Defendant’s
14 counsel’s records and investigation in the Data Incident. *Supra* at 5. Accordingly, the Settlement
15 Class is sufficiently numerous to justify certification.

16 **b. Commonality**

17 The second prerequisite for class certification is the existence of “a single issue common
18 to all members of the class.” *Smith v. Behr Process*, 113 Wn. App. 306, 320, 54 P.3d 665 (2002);
19 *see also* CR 23(a)(2). As Washington courts have noted, “there is a low threshold to satisfy this
20 test.” *Behr Process*, 113 Wn. App. at 320. If a defendant has “engaged in a ‘common course of
21 conduct’ in relation to all potential class members,” class certification is appropriate regardless
22 of whether “different facts and perhaps different questions of law exist within the potential
23 class.” *Brown*, 6 Wn. App. at 255; *accord Miller*, 115 Wn. App. at 825; *see also* 1 *Newberg*
24 § 3:10.

25 Here, there are a number of key common questions of law and fact arising out of Sea
26 Mar’s practices. These include (but are not limited to):

- 27 ■ Whether Sea Mar’s security environment was adequate to protect Settlement Class
28 members’ Personal Information;

- 1 ▪ Whether Sea Mar failed to implement and maintain reasonable security procedures
2 and practices appropriate to the nature and scope of information compromised in the
3 Data Incident;
- 4 ▪ Whether Sea Mar’s data security systems prior to and during the Data Incident
5 complied with applicable data security laws and regulations;
- 6 ▪ Whether Sea Mar’s conduct rose to the level of negligence;
- 7 ▪ Whether Sea Mar invaded Plaintiffs’ and the Class Members’ reasonable expectations
8 of privacy;
- 9 ▪ Whether Sea Mar omitted or concealed material facts from Plaintiffs and the Class
10 Members;
- 11 ▪ Whether Sea Mar’s privacy policy disclosed Sea Mar’s conduct; and
- 12 ▪ Whether Sea Mar gave adequate notice of the Data Incident.

13 The resolution of that inquiry revolves around evidence that does not vary from class
14 member to class member, and so can be fairly resolved—whether through litigation or
15 settlement—for all class members at once. In the absence of class certification and settlement,
16 each individual Class Member would be required to litigate numerous common issues of fact that
17 can be readily, objectively, and accurately resolved in a single action. In addition, the application
18 of Washington law, which governs in this case, is uniform and creates common issues that arise
19 out of a nucleus of operative facts. For these reasons, the commonality requirement is satisfied
20 for purposes of settlement class certification.

21 **c. Typicality**

22 The typicality requirement asks whether “the claims or defenses of the representative
23 parties are typical of the claims or defenses of the class.” CR 23(a)(3). “[A] plaintiff’s claim is
24 typical if it arises from the same event or practice or course of conduct that gives rise to the
25 claims of other class members, and if his or her claims are based on the same legal theory.” *Behr*
26 *Process*, 113 Wn. App. at 320 (citation omitted). “Where the same unlawful conduct is alleged to
27 have affected both named plaintiffs and the class members, varying fact patterns in the individual
28 claims will not defeat the typicality requirement.” *Id.*; *see also State v Oda*, 111 Wn. App. 79,
 89, 44 P.3d 8,13(2002), *review denied*, 147 Wn.2d 1018 (2002).

1 Here, Plaintiff’s and Settlement Class Members’ claims all stem from the same course of
2 conduct and pattern of alleged wrongdoing (namely, collecting, storing, and maintaining
3 confidential, sensitive Personal Information without allegedly implementing appropriate
4 cybersecurity measures). Additionally, Plaintiff’s and Settlement Class Members’ claims all stem
5 from the same event—the hacker’s attack on Sea Mar’s computers and servers—and the
6 cybersecurity protocols that Sea Mar had (or did not have) in place to protect Plaintiff’s and
7 Settlement Class Members’ data. Thus, Plaintiff’s claims are typical of the Settlement Class
8 Members’ and the typicality requirement is satisfied.

9 **d. Adequacy**

10 The fourth prerequisite for class certification is a finding that the named plaintiffs will
11 “fairly and adequately protect the interest of the class.” CR 23(a)(4). This test is satisfied if (1)
12 the named plaintiffs are able to prosecute the action vigorously through qualified counsel, and
13 (2) the named plaintiffs do not have interests that are antagonistic to those of absent class
14 members. *See De Funis v. Odegaard*, 84 Wn.2d 617, 529 P.2d 438 (1974); *Marquardt v. Fein*,
15 25 Wn. App. 651, 656-57, 612 P.2d 378 (1980); *Hansen v. Ticket Track, Inc.*, 213 F.R.D. 412,
16 415 (W.D. Wash. 2003).

17 Here, Plaintiff and Class Counsel are adequate representatives of the class. Plaintiff was
18 injured by the same course of conduct common to all class members. Plaintiff’s and Settlement
19 Class Members’ data was allegedly compromised by Sea Mar in the same manner. Under the
20 terms of the Settlement Agreement, Plaintiff and Settlement Class Members will all be eligible
21 for the same relief. Accordingly, their interest in this litigation is aligned with that of the class.
22 *See In re Target Corp. Customer Data Sec. Breach Litig.*, 892 F.3d 968, 975–76 (8th Cir. 2018)
23 (finding that class members’ interests were aligned where, as a result of a data breach, “a discrete
24 and identified class . . . has suffered a harm the extent of which has largely been ascertained”).

25 Further, counsel for the Plaintiff have decades of combined experience as vigorous class
26 action litigators and are well suited to advocate on behalf of the class. *See* Klinger Decl. ¶ 26; *see also*
27 the Firm Resumes of Morgan & Morgan Complex Litigation Group, Hagens Berman Sobol
28 Shapiro LLP, and Milberg Coleman Bryson Phillips Grossman PLLC, attached hereto as

1 **Exhibits D-F.** They all have significant experience litigating, trying, and settling class actions,
2 including consumer and data breach class actions, and numerous courts have previously
3 approved them as class counsel in data breach cases due to their qualifications, experience, and
4 commitment to the prosecution of cases. Moreover, they have put their collective experience to
5 use in negotiating an early-stage settlement that guarantees immediate relief to class members.
6 Thus, the requirements of CR 23(a) are satisfied.

7 **2. The Requirements of Washington Civil Rule 23(b) are satisfied.**

8 “In addition to meeting the conditions imposed by [Washington Civil] Rule 23(a), the
9 parties seeking class certification must also show that the action is maintainable under
10 [Washington Civil Rule] 23(b)(1), (2) or (3).” *Hanlon*, 150 F.3d at 1022. Plaintiff seeks
11 certification of the class under Washington Civil Rule 23(b)(3), which requires a finding that
12 “questions of law or fact common to the members of the class predominate over any questions
13 affecting only individual members, and that a class action is superior to other available methods
14 for the fair and efficient adjudication of the controversy.” CR 23(b)(3). The predominance and
15 superiority requirements of CR 23(b)(3) are satisfied “whenever the actual interests of the parties
16 can be served best by settling their differences in a single action.” *Cottle*, 340 F.R.D. at 371
17 (quoting *Hanlon*, 150 F.3d at 1022). This “inquiry focuses on ‘the relationship between the
18 common and individual issues’ and ‘tests whether proposed classes are sufficiently cohesive to
19 warrant adjudication by representation.’” *Stromberg v. Qualcomm Inc.*, 14 F.4th 1059, 1067 (9th
20 Cir. 2021) (quoting *Vinole v. Countrywide Home Loans, Inc.*, 571 F.3d 935, 944 (9th Cir. 2009)).

21 **a. Predominance**

22 The proposed Settlement Class is well-suited for certification under Washington Civil
23 Rule 23(b)(3) because questions common to the Class Members predominate over questions
24 affecting only individual Class Members, and the class action device provides the best method
25 for the fair and efficient resolution of the Class Members’ claims against Sea Mar. When
26 addressing the propriety of settlement class certification, courts take into account the fact that a
27 trial will be unnecessary and manageability, therefore, is not an issue. *Amchem Prods., Inc. v.*
28 *Windsor*, 521 U.S. 591, 620, 117 S. Ct. 2231, 138 L. Ed. 2d 689 (1997).

1 **b. Common Questions Predominate**

2 The predominance requirement “is not a rigid test, but rather contemplates a review of
3 many factors, the central question being whether ‘adjudication of the common issues in the
4 particular suit has important and desirable advantages of judicial economy compared to all other
5 issues, or when viewed by themselves.’” *Sitton v. State Farm Mut. Auto. Ins. Co.*, 116 Wn. App.
6 245, 254, 63 P.3d 198 (2003) (quoting 2 *Newberg* § 4:25). “[A] single common issue may be the
7 overriding one in the litigation, despite the fact that the suit also entails numerous remaining
8 individual questions.” *Id.* (quoting 2 *Newberg* § 4.25); *see also Miller*, 115 Wn. App. at 825. In
9 deciding whether common issues predominate, the Court “is engaged in a pragmatic inquiry into
10 whether there is a common nucleus of operative facts to each class member’s claim.” *Behr*
11 *Process*, 113 Wn. App. at 323 (citations and internal marks omitted). Common questions
12 predominate here because the claims of Plaintiff and Class Members arise out of the common
13 and uniform conduct of Sea Mar. Moreover, these common questions present a significant aspect
14 of the case and can be resolved in one settlement proceeding for all Class Members.

15 Next, Class Counsel has conducted a thorough and realistic assessment of liability,
16 including the risks involved, and the risk that the case would not be certified as a class action.
17 Class Counsel has conferred on separate occasions with Defendant’s Counsel to discuss the
18 potential for settlement, and after extensive arm’s-length settlement negotiations, including an
19 unsuccessful day-long mediation, the Parties reached a resolution only after a mediator’s
20 proposal that—if approved—will resolve all pending litigation and provide outstanding relief.
21 Here, “[t]he Class Members do not have a strong interest in bringing individual cases, as the
22 maximum amount of recovery for an individual class member would likely be a fraction of the
23 cost of bringing a lawsuit.” *Cottle*, 340 F.R.D. at 372. Lastly, manageability considerations are
24 not a hurdle for certification for purposes of settlement since “the proposal is that there be no
25 trial.” *Amchem Prod.*, 521 U.S. at 620.

26 **c. Superiority**

27 “[A] primary function of the class suit is to provide a procedure for vindicating claims
28 which, taken individually, are too small to justify individual legal action but which are of

1 significant size and importance if taken as a group.” *Behr Process*, 113 Wn. App. at 318-19
2 (quoting *Brown*, 6 Wn. App. at 253). Courts recognize that data breach litigation often has an
3 impact on large numbers of consumers workers in ways that are sufficiently similar to make
4 class-based resolution appropriate and efficient.

5 Here, the resolution of more than a million claims in one action is far superior to
6 litigation via individual lawsuits. Additionally, class certification—and class resolution—provide
7 an increase in judicial efficiency and conservation of resources over the alternative of
8 individually litigating tens of thousands of individual data breach cases arising out of the *same*
9 Data Breach. See *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir. 1996) (class
10 litigation is superior when it will reduce costs and conserve judicial resources); *Zinser v. Accufix*
11 *Rsch. Inst.*, 253 F.3d 1180, 1190 (9th Cir. 2001) (“Where damages suffered by each putative
12 class member are not large, this factor weighs in favor of certifying a class action.”); *id.* at 1191
13 (class litigation is superior when “a group composed of consumers or small investors typically
14 will be unable to pursue their claims on an individual basis because the cost of doing so exceeds
15 any recovery they might secure.” (quoting 7A Charles Alan Wright, Arthur R. Miller & Mary
16 Kay Kane, *Fed. Prac. and Proc.* § 1779, at 557 (2d ed. 1986))); *CGC Holding Co., LLC v. Broad*
17 *& Cassel*, 773 F.3d 1076, 1096 (10th Cir. 2014) (“[C]lass treatment is superior [when] it will
18 achieve economies of time, effort, and expense, and promote uniformity of decision as to persons
19 similarly situated, without sacrificing procedural fairness or bringing about other undesirable
20 results.”).

21 Other courts have recognized that the types of common issues arising from data breaches
22 predominate over any individualized issues. See, e.g., *In re Heartland Pmt. Sys.*, 851 F. Supp. 2d
23 1040, 1059 (S.D. Tex. 2012) (finding predominance satisfied in data breach case despite
24 variations in state laws at issue, concluding such variations went only to trial management, which
25 was inapplicable for settlement class); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299,
26 312–315 (N.D. Cal. 2018) (finding predominance was satisfied because “Plaintiffs’ case for
27 liability depend[ed], first and foremost, on whether [the defendant] used reasonable data security
28 to protect Plaintiffs’ personal information,” such that “the claims rise or fall on whether [the

1 defendant] properly secured the stolen personal information,” and that these issues predominated
2 over potential individual issues); *see also Hapka v. CareCentrix, Inc.*, 2018 WL 1871449, at *2
3 (D. Kan. Feb. 15, 2018) (finding predominance was satisfied in a data breach case, stating “[t]he
4 many common questions of fact and law that arise from the E-mail Security Incident and
5 [defendant’s] alleged conduct predominate over any individualized issues”); *In re The Home*
6 *Depot, Inc., Customer Data Sec. Breach Litig.*, 2016 WL 6902351, at *2 (N.D. Ga. Aug. 23,
7 2016) (finding common predominating questions included whether Home Depot failed to
8 reasonably protect class members’ personal and financial information, whether it had a legal duty
9 to do so, and whether it failed to timely notify class members of the data breach).

10 **B. The Proposed Settlement Warrants Preliminary Approval Because It Falls Within**
11 **the Range of Reasonable Possible Approval.**

12 On preliminary approval, and prior to approving notice be sent to the proposed Class, the
13 Court must determine that it will “likely” be able to grant final approval of the Settlement under
14 Washington Civil Rule 23(e)(2).

15 **C. Rule 23(e)(2) Factors Are Satisfied.**

16 **1. Lead Plaintiff and His Counsel Have Adequately Represented the Class.**

17 Counsel for the Plaintiff have decades of combined experience as vigorous class action
18 litigators and are well suited to advocate on behalf of the class. *See* Klinger Decl. ¶ 26; Exs. C-E.
19 They and their firms all have significant experience litigating, trying, and settling class actions,
20 including consumer and data breach class actions, and numerous courts have previously
21 approved them as class counsel in data breach cases due to their qualifications, experience, and
22 commitment to the prosecution of cases. Moreover, they have put their collective experience to
23 use in negotiating an early-stage settlement that guarantees immediate relief to class members.

24 **2. The Proposed Settlement Is the Result of Good Faith Arm’s-Length Negotiations by**
25 **Informed, Experienced Counsel Who Were Aware of the Risks of the Litigation.**

26 Courts recognize that arm’s-length negotiations conducted by competent counsel are
27 prima facie evidence of fair settlements. As the United States Supreme Court has held, “[o]ne
28 may take a settlement amount as good evidence of the maximum available if one can assume that
parties of equal knowledge and negotiating skill agreed upon the figure through arms-length [sic]

1 bargaining” *Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 852, 119 S. Ct. 2295, 144 L. Ed. 2d
2 715 (1999); *see also Hughes v. Microsoft Corp.*, No. C98-1646C, 2001 WL 34089697, at *7
3 (W.D. Wash. Mar. 26, 2001) (“A presumption of correctness is said to attach to a class
4 settlement reached in arms-length [sic] negotiations between experienced capable counsel after
5 meaningful discovery.”); *In re Phenylpropanolamine (PPA) Prods. Liab. Litig.*, 227 F.R.D. 553,
6 567 (W.D. Wash. 2004) (approving settlement entered into in good faith, following arm’s-length
7 and non-collusive negotiations). The Settlement here is the result of intensive, arm’s-length
8 negotiations between experienced attorneys who are highly familiar with class action litigation in
9 general and with the legal and factual issues of this case in particular. Counsel for both parties
10 are particularly experienced in the litigation, certification, trial, settlement, and claims processing
11 of consumer and data breach class actions.

12 The negotiations in this matter occurred at arm’s length. Klinger Decl. at ¶¶ 18-22.
13 Settlements negotiated by experienced counsel that result from arm’s-length negotiations are
14 presumed to be fair, adequate, and reasonable. *Lucas v. Kmart Corp.*, 234 F.R.D. 688, 693 (D.
15 Colo. 2006). This deference reflects the understanding that vigorous negotiations between
16 seasoned counsel protect against collusion and advance the fairness consideration of Washington
17 Civil Rule 23(e).

18 In this case, the Parties reached an agreement only after Sea Mar provided formal
19 discovery related to the merits of Plaintiff’s claims, potential defenses thereto, and class
20 certification and the Parties discussed their respective positions on the merits of the claims and
21 class certification. *Supra* at 5-6. The Parties agreed to engage the Honorable Wayne R. Andersen
22 (United States District Court Judge, Ret.) of JAMS ADR as a mediator to oversee settlement
23 negotiations in the action. Prior to mediation, the Parties submitted lengthy mediation briefs
24 addressing the strengths and weaknesses of their respective claims. *Id.*

26 Following extensive arm’s length settlement negotiations conducted through Judge
27 Andersen that included an unsuccessful mediation session on March 29, 2022, followed by
28 continued negotiations, and culminating in a mediator’s proposal which the Parties accepted, the

1 Parties reached a resolution that—if approved—will resolve all pending litigation and provide
2 outstanding relief. *Id.*

3 The arm’s-length nature of the settlement negotiations and the involvement of an
4 experienced mediator like Judge Andersen support the conclusion that the Settlement was
5 achieved free of collusion, and should be preliminarily approved. “A settlement reached after a
6 supervised mediation receives a presumption of reasonableness and the absence of collusion.” 2
7 *McLaughlin on Class Actions* § 6:7 (8th ed. 2011).

8 **3. The Settlement Provides the Class Adequate Relief.**

9 **a. The Substantial Benefits for the Class, Weighted Against the Costs, Risks and Delay
10 of Trial and Appeal Support Preliminary Approval.**

11 As discussed above, Sea Mar denies: (i) the allegations and all liability with respect to
12 facts and claims alleged; (ii) that the class representatives and the class they purport to represent
13 have suffered any damage; and (iii) that the action satisfies the requirements to be certified or
14 tried as a class action under CR 23. Additionally, Sea Mar alleges it has immunity from suit
15 under the Federal Tort Claims Act (“FTCA”), 28 U.S.C. § 1346(b) *et seq.*, the Federally
16 Supported Health Centers Assistance Act (42 U.S.C. § 233(a)), and the Public Health Service
17 Act.

18 The value achieved through the Settlement Agreement is guaranteed, where chances of
19 prevailing on the merits are uncertain—especially where serious questions of law and fact exist,
20 which is common in data breach litigation. Data breach litigation is evolving; and there is no
21 guarantee of the ultimate result. *See Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-
22 CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) (“Data breach cases . . . are
23 particularly risky, expensive, and complex.” (citation omitted)).

24 While Plaintiff strongly believes in the merits of his case, he also understands that Sea
25 Mar asserts a number of potentially case-dispositive defenses. In fact, should litigation continue,
26 Plaintiff would likely have to immediately survive a motion to dismiss in order to proceed with
27 litigation. Due at least in part to their cutting-edge nature and the rapidly evolving law, data
28 breach cases like this one generally face substantial hurdles—even just to make it past the

1 pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, 2010 WL 2643307, at *1
2 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56
3 stage).

4 Class certification is another hurdle that would have to be met—and one that has been
5 denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec.*
6 *Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013).

7 Plaintiff disputes the defenses Sea Mar asserts—but it is obvious that success at trial is
8 far from certain. Through the Settlement, Plaintiff and Class Members gain significant benefits
9 without having to face further risk of not receiving any relief at all. Most importantly, the
10 Settlement guarantees Class Members real relief and value as well as protections from potential
11 future fall-out from the Data Incident.

12 **b. The Proposed Method for Distributing Relief Is Effective.**

13 The settlement negotiated on behalf of the Class provides for a \$4.4 million non-
14 reversionary Settlement Fund where Class Members can easily submit a claim for monetary
15 benefits. To do so, Settlement Class Members need only confirm that they incurred some cost or
16 expense, including but not limited to lost time. Alternatively, Class Members may simply make a
17 claim for a cash payment of up to one hundred dollars (\$100.00). *Supra* at 6-7. The non-
18 reversionary Settlement Fund provides for a per class member recovery of approximately \$3.66
19 per class member. This compares quite favorably to proposed settlements in similar data breach
20 cases, especially considering only a small subset (approximately 200,000 Class Members) had
21 their Social Security Numbers potentially compromised. *See, e.g., Fehlen v. Accellion, Inc.*,
22 Case No. 21-cv-01353 (N.D. Cal.) (where counsel reached a proposed settlement of \$8.1 million
23 for 9.2 million class members who had their Social Security Numbers compromised (\$.90 per
24 class member)); *Dickey's Barbeque Restaurants, Inc.*, Case No. 20-cv-3424 (N.D. Tex.) , Dkt.
25 62 (data breach class action involving more than 3 million people that settled for only \$2.3
26 million (or \$0.76 per person)).

1 **4. The Proposal Is Designed to Treat Class Members Equitably.**

2 The proposed Settlement is a non-reversionary common fund that does not provide any
3 preferential treatment to any segments of the Class. Settlement Class Members are able to
4 recover damages for any injuries caused by the Data Incident. The reimbursement for out-of-
5 pocket expenses, as well as time spent, allow Settlement Class Members to obtain relief based
6 upon the specific types of damages they incurred and treats every claimant in those categories
7 equally.

8 Three proposed Class Representatives intend to apply for service awards. These awards
9 “are fairly typical in class action cases” and are intended to compensate class representatives for
10 participation in the litigation. *See Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958-59 (9th Cir.
11 2009). Service awards to named Plaintiffs are appropriate given the efforts and participation of
12 Plaintiffs in the litigation, and does not constitute preferential treatment.

13 **D. Other Factors Considered by Courts in Washington and the federal Ninth Circuit**
14 **are Also Satisfied.**

15 To make the preliminary fairness determination, courts are tasked with balancing several
16 relevant factors, including

- 17 (1) the strength of the plaintiff’s case; (2) the risk, expense,
18 complexity, and likely duration of further litigation; (3) the risk of
19 maintaining class action status throughout the trial; (4) the amount
20 offered in settlement; (5) the extent of discovery completed and the
stage of the proceedings; (6) the experience and views of counsel;
(7) the presence of a governmental participant; and (8) the reaction
of the class members of the proposed settlement.

21 *Kim v. Allison*, 8 F.4th 1170 (9th Cir. 2021) (citing *In re Bluetooth Headset Prod. Liab. Litig.*,
22 654 F.3d 935, 946 (9th Cir. 2011)). Washington Civil Rule 23 also requires the court to consider
23 “the terms of any proposed award of attorney’s fees” and scrutinize the settlement for evidence
24 of collusion or conflicts of interest before approving the settlement as fair. *Id.* at 1179 (citing
25 *Briseño v. Henderson*, 998 F.3d 1014, 1024–25 (9th Cir. 2021)).

26 Here, all of the relevant factors support preliminary approval. Factors 1-4 and 6 are
27 discussed above, and all overwhelmingly support Settlement. *See supra* at 21-24. In respect to
28 the fifth factor—the extent of discovery completed—the Parties reached a Settlement only after

1 Sea Mar provided formal discovery related to the merits of Plaintiff’s claims, potential defenses
2 thereto, and class certification, and the Parties discussed their respective positions on the merits
3 of the claims and class certification. *Supra* at 5-6. In addition, prior to mediation, the Parties
4 submitted lengthy mediation briefs addressing the strengths and weaknesses of their respective
5 claims. *Id.* This factor therefore weighs in favor of approval too.⁴

6 **E. Approval of the Proposed Class Notice is Warranted.**

7 Washington Civil Rule 23(e)(1) requires the Court to “direct reasonable notice to all class
8 members who would be bound by” a proposed Settlement. For classes certified under
9 Washington Civil Rule 23(b)(3), parties must provide “the best notice that is practicable under
10 the circumstances, including individual notice to all members who can be identified through
11 reasonable effort.” CR 23(c)(2). The best practicable notice is that which “is reasonably
12 calculated, under all the circumstances, to apprise interested parties of the pendency of the action
13 and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank &*
14 *Tr. Co.*, 339 U.S. 306, 314, 70 S. Ct. 652, 94 L. Ed. 865 (1950).

15 The Notice provided for by the Settlement Agreement meets all the criteria set forth by
16 Washington Civil Rule 23 and the Manual for Complex Litigation. *See* S.A. Exs. A-B. Here, the
17 Settlement provides for direct and individual notice, to be sent via first class mail to each
18 Settlement Class Member. *Supra* at 8-9.

19 Not only has Sea Mar agreed to provide Settlement Class Members with individualized
20 notice via direct mail, but all versions of the settlement notice will be available to Settlement
21 Class Members on the Settlement Website, along with all relevant filings. S.A. ¶ 68, Ex. B. The
22 Settlement Administrator will also make a toll-free telephone number available by which
23 Settlement Class members can seek answers to questions about the Settlement. *Id.*

24 The notices themselves are clear and straightforward. They define the Class; clearly
25 describe the options available to class members and the deadlines for taking action; describe the
26 essential terms of the settlement; disclose the requested service award for the class

27
28 ⁴ The seventh and eight factors are not applicable.

1 representatives as well as the amount that proposed Settlement Class Counsel intends to seek in
2 fees and costs; explain procedures for making claims, objections, or requesting exclusion;
3 provide information that will enable Settlement Class Members to calculate their individual
4 recovery; describe the date, time, and place of the Final Fairness Hearing; and prominently
5 display the address and phone number of Class Counsel. *See* S.A., at Exs. A-B.

6 The direct mail Notice proposed here is the gold standard, and is consistent with Notice
7 programs approved by other courts. *See Stott v. Capital Fin. Servs.*, 277 F.R.D. 316, 342 (N.D.
8 Tex. 2011) (approving notice sent to all class members by first class mail); *Billitri v. Secs. Am.*,
9 *Inc.*, Nos. 3:09-cv-01568-F, 3:10-cv-01833-F, 2011 WL 3586217, *9 (N.D. Tex. Aug. 4, 2011)
10 (same). The Notice is designed to be the best practicable under the circumstances, apprises
11 Settlement Class Members of the pendency of the action, and gives them an opportunity to object
12 or exclude themselves from the settlement. Accordingly, the Notice process should be approved
13 by this Court.

14 V. CONCLUSION

15 Plaintiff has negotiated a fair, adequate, and reasonable settlement that guarantees
16 Settlement Class Members significant relief in monetary payments and identity theft protections.
17 The Settlement is well within the range of reasonable results, and an assessment of factors
18 required for final approval favors preliminary approval. Plaintiff respectfully requests this Court
19 certify the class for settlement purposes and grant his Motion for Preliminary Approval.
20
21
22
23
24
25
26
27
28

1 DATED: June 17, 2022

Respectfully Submitted,

2 **HAGENS BERMAN SOBOL SHAPIRO LLP**

3 By: /s/ Thomas E. Loeser

4 THOMAS E. LOESER (WSB# 38701)

5 1301 Second Ave, Suite 2000

6 Seattle, WA 98101

(206) 623-7292

7 toml@hbsslaw.com

8 JOHN A. YANCHUNIS

(Pro Hac Vice application to be filed)

9 RYAN D. MAXEY

(Pro Hac Vice application to be filed)

10 **MORGAN & MORGAN COMPLEX**

11 **LITIGATION GROUP**

201 N. Franklin Street, 7th Floor

12 Tampa, FL 33602

(813) 223-5505

13 jyanchunis@ForThePeople.com

14 rmaxey@ForThePeople.com

15 Gary M. Klinger (*pro hac vice forthcoming*)

16 **MILBERG COLEMAN BRYSON PHILLIPS**

17 **GROSSMAN, PLLC**

227 W. Monroe Street, Suite 2100

18 Chicago, IL 60606

Phone: 866.252.0878

19 Email: gklinger@milberg.com

20 *Attorneys for Plaintiff and the Putative Class*

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies that he is an employee in the law offices of Hagens
3 Berman Sobol Shapiro LLP, and is a person of such age and discretion as to be competent to
4 serve papers.

5 On the date set forth below, I caused to be served **PLAINTIFF’S UNOPPOSED**
6 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND**
7 **MEMORANDUM IN SUPPORT** by arranging for a copy to be delivered on the interested
8 parties in said action in the manner described below, addressed as follows:

<p>9 LEWIS BRISBOIS BISGAARD & SMITH LLP Aryn Seiler Kathleen A. Nelson 1111 Third Avenue, Suite 2700 Seattle, WA 98101 Phone: (206) 436-2020 E-mail: aryn.seiler@lewisbrisbois.com E-mail: kathleen.nelson@lewisbrisbois.com</p> <p>14 <i>Attorneys for Defendants</i></p>	<input type="checkbox"/> Via CM/ECF <input checked="" type="checkbox"/> E-service agreement <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Via U.S. Mail <input type="checkbox"/> Via Overnight Courier
<p>15 Kristen R. Vogel, NY No. 5195664 Assistant United States Attorney Western District of Washington 700 Stewart Street, Suite 5220 Seattle, Washington 98101-1271 (206) 553-7970 / (206) 553-4067 Fax E-mail: Kristen.vogel@usdoj.gov</p> <p>19 <i>United States Attorney</i></p>	<input type="checkbox"/> Via CM/ECF <input checked="" type="checkbox"/> E-service agreement <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Via U.S. Mail <input type="checkbox"/> Via Overnight Courier

20 DATED this 17th day of June, 2022.

21 *s/ Joseph Salonga*
22 _____
Joseph Salonga, Paralegal



Exhibit A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by, between and among Alan Hall, Jeffrie Alan Summers II, and Kristina Wright, individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 32) (together, “Plaintiffs”), and Defendant Sea Mar Community Health Centers (hereinafter, “Sea Mar” or “Defendant” and collectively with Plaintiffs, the “Parties”). As detailed below, this Settlement Agreement releases and forever discharges and bars all claims asserted (or that could have been asserted) in the class action lawsuit captioned *Hall v. Sea Mar Community Health Centers*, No. 21-2-15130-9 SEA (“Hall”), currently pending in the United States District Court, Western District of Washington. (the “Action”) or any related actions, including, but not limited to: (i) Barnes, et al. v. Sea Mar Community Health Centers, No. 2:22-cv-00181-TLF, (ii) Lopez v. Sea Mar Community Health Centers, No. 2:22-cv-00185-MJP, (iii) Walianny v. Sea Mar Community Health Centers, No. 2:22-cv-00182-TSZ, (iv) Summers v. Sea Mar Community Health Centers, No. 2:22-cv-00183-BJR, (v) Maynor v. Sea Mar Community Health Center, No. 2:22-cv-00187-RSM (collectively, the “Related Actions”).

I. FACTUAL BACKGROUND AND RECITALS

1. On November 12, 2021, the Action was filed against Sea Mar in the Superior Court of the State of Washington in and for the County of King.

2. On February 16, 2022, Sea Mar filed its Notice of Removal to The United States District Court, Western District of Washington.

3. The Action relates to a targeted data security incident impacting Sea Mar that occurred between December 2020 and March 2021, which was publicly acknowledged by Sea Mar on October 29, 2021. The data security incident potentially affected certain personal information of current and former Sea Mar patients, employees, and guarantors (the “Data Incident”);

4. Sea Mar denies: (i) the allegations and all liability with respect to facts and claims alleged in the Action; (ii) that the class representatives in the Action and the class they purport to represent have suffered any damage; and (iii) that the Action satisfies the requirements to be certified or tried as a class action under FRCP 23. Nonetheless, Sea Mar has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of, any wrongdoing or liability.

5. The Parties agreed to engage the Honorable Wayne R. Andersen (United States District Court Judge, Ret.) of JAMS ADR as a mediator to oversee settlement negotiations in the Action. In advance of formal mediation, Sea Mar provided formal discovery related to the merits of Plaintiffs’ claims, potential defenses thereto and class certification and the Parties discussed their respective positions on the merits of the claims and class certification.

6. Following extensive arm’s length settlement negotiations conducted through Judge Andersen that included an unsuccessful mediation session on March 29, 2022, followed by

continued negotiations, and culminated in a mediator's proposal which the Parties accepted, the Parties executed this Agreement.

7. In exchange for the mutual promises, agreements, releases, and other good and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

8. "Action" means *Hall v. Sea Mar Community Health Centers*, Case No. 2:22-cv-00184-LK currently pending in the United States District Court for the Western District of Washington, Seattle Division.

9. "Approved Claim" means a timely and properly submitted claim by a Participating Settlement Member that has been approved as a Valid Claim by the Settlement Administrator.

10. "Attested Time" means time spent remedying issues related to the Data Incident, as provided in Section III of this Agreement.

11. "Sea Mar's Counsel" means Lewis Brisbois Bisgaard & Smith LLP.

12. "Claim Form" or "Claim" means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses, and Attested Time, under the terms of the Settlement. The Claim Form will be in a form substantially as shown on attached Exhibit C, which will be available on the Settlement Website (as defined below).

13. "Claims Deadline" means the postmark date and/or online submissions deadline by which Participating Settlement Class Members must submit a complete Claim Form(s) to be considered timely, which will occur one-hundred twenty (120) days from the date that Notice is sent.

14. "Claims Period" means the period during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will start on the date Notice is sent and end on the Claims Deadline.

15. "Class Counsel" means Hagens Berman Sobol Shapiro LLP, Morgan & Morgan Complex Litigation Group, and Milberg Coleman Bryson Phillips Grossman, PLLC.

16. "Settlement Class Representatives" means the named-class representatives Alan Hall, Jeffrie Alan Summers II, and Kristina Wright.

17. "Court" means the Honorable Robert S. Lasnik in the United States District Court for the Western District of Washington, Seattle Division, or such other judge to whom the Action may hereafter be assigned.

18. “Data Incident” means the targeted data security incident disclosed by Sea Mar on or about October 29, 2021, which is the subject of this Action.

19. “Effective Date” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal and no objections have been filed to the Agreement; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, one (1) business day after the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

20. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

21. “Final” shall mean the occurrence of all of the following events: (i) the settlement pursuant to this Settlement is finally approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

22. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement; certifies the Settlement Class; finds that the Settlement Agreement is fair, reasonable, and adequate and was entered into in good faith and without collusion; approves and directs the consummation of this Agreement; approves the Release contained in this Agreement and orders that as of the Effective Date that the Released Claims will be released as to the Released Parties; dismisses the Action with prejudice and without costs, except as explicitly set forth in this Agreement; otherwise satisfies the settlement-related provisions of Federal Rules of Civil Procedure; and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Sea Mar’s Counsel will work together on a proposed Final Approval Order and Judgment, which both parties must approve before filing.

23. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rules of Civil Procedure and whether to issue the Final Approval Order and Judgment.

24. “Litigation Costs and Expenses” means reasonable costs and expenses incurred by counsel for Plaintiffs and Class Counsel in connection with commencing, prosecuting, and settling the Action and any threatened litigation by other Class Members and their counsel (if any), as approved by the Court.

25. “Long-form Notice” means the long-form notice of settlement posted on the Settlement Website substantially in the form as shown in Exhibit B here.

26. “Notice” means notices of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Postcard Notice (Exhibit A), and/or Long-Form Notice (Exhibit B) substantially in the form as shown in Exhibits A, and B attached hereto.

27. “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members and will occur thirty (30) days after entry of the Preliminary Approval Order.

28. “Notice and Administrative Expenses” means all expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating, and distributing the Settlement funds to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement including, but not limited to, any administrative expenses or fees, Settlement Website fees, state, local, or federal taxes, and legal, accounting, or actuarial fees related to the operation of this Settlement.

29. “Objection Deadline” is the last day on which a Settlement Class Member may make a written objection to the Settlement or Fee Application, which will be sixty (60) days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

30. “Opt-Out Deadline” is the last day on which a Settlement Class Member must mail a written request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

31. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are more likely than not caused by the Data Incident, and that have not already been reimbursed by a third party. Out-of-Pocket Losses may include, without limitation, unreimbursed costs associated with fraud or identity theft including professional fees, and fees for credit repair services and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, as well as costs for credit monitoring costs or other mitigative services that were incurred on or between December 1, 2020, and the date of the close of the Claims Period.

32. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

33. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Federal Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, that is consistent with all material provisions of this Settlement Agreement. Class Counsel and Sea Mar’s Counsel will work together on a

proposed Preliminary Approval Order, which the parties must approve before submission to the Court.

34. “Private Information” means names, addresses, dates of birth, Social Security numbers, medical and clinical treatment information, insurance information, claims information and other protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and additional personally identifiable information (“PII”) and protected health information (“PHI”) that Defendant collected and maintained, as those terms are defined by applicable data breach notification laws.

35. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, including but not limited to those concerning the Data Incident “Released Claim” also shall have the meaning ascribed to it as set forth in additional details in Section XIII below.

36. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from or “opt out of” the Settlement Class in the form and manner provided for in the Notice.

37. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation, which shall not exceed \$2,500 to each Settlement Class Representative, as approved by the Court.

38. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

39. “Settlement Administration Costs” shall mean the costs incurred by the Settlement Administrator to administer the Settlement, including the cost of Notice.

40. “Settlement Administrator” means Kroll Business Services (“Kroll”), subject to Court approval. Class Counsel and Sea Mar’s Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

41. “Settlement Class” means all persons whose Private Information was maintained on Defendant’s computer systems and/or network that was potentially compromised in the Data Incident. The Settlement Class specifically excludes: (i) Defendant and its officers and directors; (ii) all Settlement Class Members who timely and validly submit requests for exclusion 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 Incident 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.

42. “Settlement Class List” means the list generated by Sea Mar containing the full names, current or last known email address, where known, and current or last known addresses, where known, for Settlement Class members for all persons who fall under the definition of the Settlement Class, which Sea Mar shall provide to the Settlement Administrator within ten (10) days of the Preliminary Approval Order.

43. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class. Each individual will be identified by a unique identification code assigned to them by the Settlement Administrator. This unique identification code will be used to verify that the individual is a member of the Settlement Class before a Settlement Payment is paid.

44. “Settlement Fund” means a non-reversionary common fund created by the Settlement Administrator and funded by Defendant in the amount of four million four hundred thousand dollars and zero cents (\$4,400,000.00), which will be used to fund Settlement Payments or Settlement Checks, IDX Protection services, Settlement Administration Costs, Service Awards to Named Plaintiffs, and Attorney’s Fees. In no event can the total cost to Defendant exceed \$4.4 million.

45. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Paragraph 49 for a Valid Claim.

46. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ Motion for Preliminary Approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a downloadable copy of the Longform Notice and the Claim Form for Settlement Class Members to access. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website will also provide a toll-free telephone number, contact form, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least thirty (30) days after all Settlement Payments have been distributed.

47. “Short-Form Notice” means the content of the mailed notice to the proposed Settlement Class Members substantially in the form as shown in Exhibit A attached hereto. The Short-Form Notice will direct the recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the identity protection enrollment code, the requested attorneys’ fees, and the date of the Final Fairness Hearing as defined below.

48. "Valid Claim" means a Settlement Claim, determined to be timely, complete, and verified by the Claims Administrator to meet all the required criteria for the type of claim being submitted, including the amount approved by the Settlement Administrator (even if that determination is made following the dispute resolution process described herein).

III. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES AND ATTESTED TIME

49. **Reimbursement for Out-of-Pocket Losses.** Settlement Class Members who submit a timely Valid Claim using an approved Claim Form are eligible to be paid the following compensation subject to the limits of the Settlement Fund. Claims will be subject to review for timeliness, completeness, and validity by a Settlement Administrator.

- a. Compensation for Ordinary Losses: Sea Mar will provide compensation for unreimbursed losses, up to a total of \$2,500.00 per person, upon submission of a timely, complete, and valid Claim Form, along with necessary supporting documentation, for the following losses:
 - (1) Documented Out-of-Pocket Losses incurred as a result of the Data Incident, including unreimbursed bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
 - (2) Documented fees for Unreimbursed Identity Protection expenses, such as credit reports, credit monitoring, or other identity theft insurance products purchased between December 1, 2020, and the date of the Preliminary Approval Order; and
 - (3) Reimbursement of Attested Time: Settlement Class Members are also eligible to receive reimbursement for up to a total cap of ten (10) hours of lost time (calculated at the rate of \$30 per hour) spent remedying the issues related to the Data Incident, but only if a minimum of a full hour was spent. Settlement Class Members may receive reimbursement up to ten (10) hours of lost time if the Settlement Class Member attests that any claimed lost time was spent related to the Data Incident.
- b. Alternative Cash Payment: In the alternative to Compensation for Ordinary Losses, Class Members may make a claim for a cash payment of one hundred dollars (\$100.00).
- c. Compensation for Extraordinary Losses: Settlement Class Members are also eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$25,000.00 per Settlement Class Member for documented monetary loss that is, *inter alia*, arising from financial fraud or identity theft if:
 - (1) The loss is an actual, documented, and unreimbursed monetary loss;
 - (2) The loss is more likely than not caused by the Data Incident;

- (3) The loss occurred during the period from December 1, 2020, through and including the end of the applicable claims period;
- (4) The loss is not already covered as an “Ordinary Loss” as described above; and
- (5) The Settlement Class Member must also provide documentation that he or she made reasonable efforts to avoid, or seek reimbursement for, the losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Settlement Class Members with Extraordinary Losses must submit plausible documentation supporting their claims to the Claims Administrator, postmarked or submitted online on or before the Claims Deadline which occurs one-hundred twenty (120) days after the date that Notice is mailed. This documentation can include, but is not necessarily limited to, receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to qualify for reimbursement for Extraordinary Losses, but can be considered to add clarity or to support other submitted documentation.

- c. **Limitation on Reimbursable Expenses:** Claimants must exhaust all existing credit monitoring insurance and identity theft insurance before Defendant is responsible for any expenses claimed pursuant to this paragraph. Nothing in this Settlement Agreement shall be construed as requiring Defendant to provide, and Defendant shall not provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

50. Residual Funds / Pro Rata Reduction: In the event that Settlement Payments or Settlement Checks, IDX Protection services, Settlement Administration Costs, Service Award Payment to Named Plaintiffs, and Attorney’s Fees and Litigation Costs and Expenses exceed the Settlement Fund, all class member payments will be reduced on a pro rata basis such that Defendant’s maximum amount to be paid does not exceed the non-reversionary Settlement Fund. If Settlement Payments or Settlement Checks, IDX Protection services, Settlement Administration Costs, Service Award Payments to Named Plaintiffs, and Attorney’s Fees and Litigation Cost and Expenses do not exceed the Settlement Fund, all remaining funds will be distributed on a *pro rata* basis to all Settlement Class Members who submit a Valid Claim up to an additional \$100 for each claimant. Any remaining funds after that distribution will be paid to a cy pres recipient to be agreed upon by the parties (and subject to Court approval).

51. Assessing Claims for Out-of-Pocket Losses. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member and whether the Claim submission was timely. The Settlement Administrator shall have the sole discretion and

authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid Ordinary Losses actually and reasonably incurred and, for Extraordinary Losses (as that term is used in Paragraph 50b of this Agreement), reflects losses that are "more than likely caused by" the Data Incident; however, the Settlement Administrator may consult with Class Counsel and Sea Mar's Counsel in making individual determinations. In assessing what qualifies as more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after December 1, 2020; (ii) whether the Personal Information used to commit identity theft or fraud consisted of the type of Personal Information identified in Sea Mar's notices of the Data Incident; and (iii) whether the documentation is valid and credible. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to deciding its validity.

52. **Assessing Claims for Attested Time.** The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Attested Time, but may consult with Class Counsel and Sea Mar's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to deciding its validity.

53. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses, Extraordinary Losses, or Attested Time is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that final determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel and Sea Mar's Counsel in making such determinations.

IV. CREDIT MONITORING

54. **IDX Protection.** All Settlement Class Members will be provided an access code in the Notice to enable them to enroll in IDX Identity Protection Services (IDX Service) for a period of 3 years of 3-bureau credit monitoring from the IDX Service. The 3 years of IDX Service begins to run fifteen (15) days after the Effective Date. Enrollment is required to commence a Settlement Class Member's IDX services. When enrolled, financial fraud coverage will be provided through IDX, which focuses on protecting financial assets, freezing identity at 3 Bureau. IDX also carries a \$1 million policy protecting the subscriber, Cyberscan Dark Web Monitoring, Fully-Managed Identity Restoration, and Member Advisory Services for both adult and minor enrollees. This service is offered to all Settlement Class Members for a period of three (3) years with the ability of Settlement Class Members to enroll at any point for the duration of the contract (meaning that a Settlement Class Members could enroll in year 2 and have coverage for the duration of the term of the contract). Such coverage and flexibility in enrollment provide protection for Settlement Class Members against future identity theft.

V. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

55. **Payment Timing.** Payments for Valid Claims for reimbursement for approved Out-of-Pocket Losses as set forth in Paragraph 50 shall be issued in the form of a check mailed and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the date the claim is approved.

56. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within one hundred and eighty (180) days of their date of issue.

57. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

58. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within one hundred and eighty (180) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 180-day period. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

59. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased, documentation establishing the proper estate representative to whom to mail the Settlement Check, and after consultation with Class Counsel and Sea Mar's Counsel.

VI. CLAIMS, CAPS, AND DISTRIBUTION OF SETTLEMENT FUNDS

60. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by USPS mail to the Settlement Administrator. Claim Forms must be

submitted electronically through the Settlement Website or postmarked during the Claims Period and on or before the Claims Deadline.

VII. EQUITABLE RELIEF

61. Remedial Measures/Security Enhancements. Without admitting liability, Defendant has enacted and will maintain additional information security enhancements (the costs and description of which will be provided to the Court under Seal). Sea Mar also commits to information security assessments in 2022 and 2023 and agrees to enact (at its expense) reasonable and appropriate security enhancements identified in those risk assessments.

VIII. SETTLEMENT CLASS NOTICE

62. **Notice.** Within ten (10) days after the date of the Preliminary Approval Order, Sea Mar shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class.

63. **Manner of Giving Notice.** Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein. The cost of such notice will be paid from the Notice and Administration Expenses.

- a. **Postcard Notice.** As soon as practicable but starting no later than thirty (30) days from the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Postcard Notice via USPS First Class Mail to all Settlement Class Members. Before mailing the Postcard Notice, the Settlement Administrator will update the addresses provided by Sea Mar with the National Change of Address (NCOA) database. It shall be conclusively presumed that the intended recipients received the Postcard Notice if the mailed Postcard Notices have not been returned to the Settlement Administrator as undeliverable within fifteen (15) days of mailing.
- b. **Settlement Website.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall confer and approve a mutually acceptable URL for the Settlement Website and a secure webserver to host the Settlement Website. The Settlement Website shall remain accessible until thirty (30) days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Website shall contain: the Settlement Agreement; contact information for Class Counsel and Sea Mar's Counsel; contact information for the Settlement Administrator; the publicly filed motion for preliminary approval, motion for final approval and for attorneys' fees and expenses (when they become available); the signed preliminary approval order; and a downloadable and online version of the Claim Form and Longform Notice. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website shall contain a prominent notification that "No Claims Forms will be accepted via email."

- c. **Toll-Free Telephone Number.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated toll-free telephone number by which Settlement Class Members can obtain information about the Settlement and request paper forms of the Notice and Claim Form be sent to them.
- d. **Post Office Box.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated USPS P.O. Box to accept correspondence and claims from Settlement Class Members.

IX. OPT-OUTS AND OBJECTIONS

64. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Postcard Notice shall state “if you do not want to be legally bound by the Settlement, you must exclude yourself” by a designated date. The Postcard Notice will also state: “if you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decision of the Court and give up your rights to sue Sea Mar for the claims resolved by this Settlement.” The Postcard Notice shall provide the Website URL and telephone number to obtain a copy of the Long-Form Notice.

65. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting timely, written objections to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, telephone number, and e-mail address; (iii) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (iv) a written statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. (The Notice shall set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

66. Any Settlement Class Member who fails to comply with the requirements for objecting as set forth Paragraph 65 shall waive and forfeit all rights he or she may have to appear separately and/or object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provision of Paragraph

65. Without limiting the foregoing, any challenge to the Settlement Agreement, or the Judgment to be entered upon final approval, shall be pursuant to an appeal and not through a collateral attack.

X. DUTIES OF THE SETTLEMENT ADMINISTRATOR

67. **Settlement Administration Process:** After the settlement is preliminarily approved by the Court, the Settlement Administrator will mail to each Settlement Class Member a Postcard Notice (1) notifying the Settlement Class member of the settlement and a summary of its terms; (2) providing the Settlement Class Member with the URL settlement website; and (3) instructing the Settlement Class Member on how to make a claim. Sea Mar will cooperate in providing to the Settlement Administrator class member contact information, including physical addresses, which will be kept strictly confidential between the Administrator, Sea Mar, and Class Counsel. After the Court enters an order finally approving the Settlement, the Settlement Administrator shall distribute payments out of the Settlement Fund as set forth in this Agreement. Cash payments to Settlement Class Members will be made by check or electronic payment sent from the Administrator.

68. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Administering, and overseeing the Settlement Fund provided by Sea Mar to pay approved Claims;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within two (2) business days;
- f. Responding to any mailed or contact form Settlement Class Member inquiries in a timely manner;
- g. Reviewing, determining the timeliness, completeness, validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Sea Mar's Counsel a list of approved Claims both periodically during the Claims Period and after the Claims Deadline;
- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Sea Mar's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections,

or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Sea Mar's Counsel;

- i. Working with IDX to receive and send activation codes within thirty (30) days of the date of the Preliminary Approval of the Settlement Agreement;
- j. After approval of Valid Claims, processing and transmitting Settlement Payments to Settlement Class Members;
- k. Providing weekly or other periodic reports to Class Counsel and Sea Mar's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;
- l. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion;
- m. After all payments required under this Agreement have otherwise been made, final distribution of any funds remaining in the Settlement Fund to Defendant in the manner requested by Defendant; and
- n. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel and Sea Mar's Counsel.

69. **Limitation of Liability.** The Parties, Class Counsel, and Sea Mar's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

70. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Sea Mar's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice, plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; (v) any losses suffered by, or fluctuations in the value of the Settlement Funds; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

71. **Settlement Administration Fees.** All settlement administration fees will be paid from the Settlement Fund.

XI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

72. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

73. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the settlement within twenty-one (21) days of its execution. Sea Mar's counsel will be consulted on the contents of the motion for preliminary approval before it is filed, and once approved for filing by its counsel, Defendant will not oppose the motion.

74. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. Sea Mar's counsel will be consulted on the contents of the motion for preliminary approval before it is filed, and once approved for filing by its counsel, Defendant will not oppose the motion.

75. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

XII. MODIFICATION AND TERMINATION

76. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

77. **Decertification of the Settlement Class if Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order and Judgment; or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. In the event the Settlement Class is so decertified, Sea Mar reserves the right to contest class certification for all other purposes in the Action. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated and shall not be used

or cited thereafter by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion. In addition, the fact that Sea Mar did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including and without limitation in a contested proceeding relating to class certification.

XIII. RELEASES

78. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their spouses and children with claims on behalf to the Settlement Class member guardians and wards, and each of their respective heirs, executors, administrators, estates, representatives, agents, partners, predecessors, successors, co-borrowers, co-obligors, co-debtors, legal representative, attorneys, and assigns and all who claims through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as parens patriae or on behalf of creditors or estates of the releasers) shall, be deemed to have, and by operation of Judgment shall have released, acquitted, relinquished, and forever discharged any and all Released Claims against Sea Mar and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, Related Entities, departments, and any and all of their respective past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing. The relief stated above will be provided to Class Members as consideration for a general release of Sea Mar for all claims and causes of action pleaded or that could have been pleaded that are related in any way to the activities stemming from the Sea Mar Data Incident described in the operative Complaint.

Unknown Claims. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that any of the Settlement Class Representatives or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns does not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release Sea Mar and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, Related Entities, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law. Upon the Effective Date, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or any territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States. The Settlement Class Representatives and Participating Settlement Class Members, and

each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

79. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XIV. SERVICE AWARD PAYMENTS

80. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award Payments for the Settlement Class Representatives in recognition for their contributions to this Action to be paid from the Settlement Fund. Sea Mar agrees not to oppose a service award up to \$2,500.00 for each Settlement Class Representative, subject to Court approval. This service award shall be separate and apart from any other benefits available to the Settlement Class Representatives and Participating Settlement Class Members under the terms of this Agreement. The Settlement Administrator shall make the Service Award Payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than seven (7) days after the Effective Date.

81. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award Payments in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XV. ATTORNEYS' FEES, LITIGATION COSTS AND EXPENSES

82. **Attorneys' Fees, Litigation Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs and Expenses to be paid from the Settlement Fund. Class Counsel will ask the Court to approve, and Defendants agree not to oppose, an award of Attorneys' Fees of up to thirty percent (30%) of the Settlement Fund (\$1,320,000.00) plus litigation costs and expenses not to exceed \$30,000.00 to be paid from the Settlement Fund. Prior to the disbursement or payment of the Fee Award and Litigation Costs and Expenses under this Agreement, Class Counsel shall provide to Sea Mar and the Settlement Administrator a properly completed and duly executed IRS Form W-9. Any Fee Award and Litigation Costs and Expenses shall be paid by the Settlement Administrator in the amount approved by the Court, no later than ten (10) days after the Effective Date.

83. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys. Sea Mar shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

84. The amount(s) of any award of attorneys' fees, Litigation Costs and Expenses, and the Service Award Payments to the Settlement Class Representatives, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court of modification or reversal or appeal of any order of the Court, concerning the amount(s) of attorneys' fees, litigation costs and expenses, and/or service awards ordered by the Court to Class Counsel or Settlement Class Representatives shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of the Settlement Agreement.

XVI. NO ADMISSION OF LIABILITY

85. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

86. **Limitations on the Use of this Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Sea Mar in the Action or in any proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

XVII. MISCELLANEOUS

87. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

88. **Cooperation.** The Settling Parties (i) acknowledged that it is their intent to consummate this Settlement Agreement; and (ii) to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

89. **Final and Complete Resolution.** The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agreed that the

settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent counsel.

90. **Class Counsel Powers.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure the fairness to the Settlement Class.

91. **Successors and Assigns.** The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

92. **Pronouns.** As used herein, "he" means "he, she, it or they;" "his" means "his, hers, it's or theirs;" and "him" means "him, her, it or them."

93. **Currency.** All dollar amounts are in United States dollars (USD).

94. **Execution in Counterparts.** The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.

95. **No Construction Against the Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Settlement Class Representatives and Sea Mar each acknowledge that each have been advised and are represented by legal counsel of his or her own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

96. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, and, once a motion for Preliminary Approval has been filed, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

97. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below:

Gary M. Klinger

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

Signature: Gary M. Klinger

Date: April 18, 2022

*Counsel for Representative Plaintiff Alan Hall
and the Settlement Class*

John A. Yanchunis

**MORGAN & MORGAN COMPLEX
LITIGATION GROUP**

Signature: [Signature]

Date: 4/18/2022

*Counsel for Representative Plaintiffs Alan
Summers II and Kristina Wright and the
Settlement Class*

**SEA MAR COMMUNITY HEALTH
CENTERS**

By: [Signature]

Print Name: Rogelio Riojas

Title: CEO

Date: 4-14-2022

EXHIBIT A

Sea Mar Community Health Centers
Settlement Administrator
P.O. Box [INSERT]
[INSERT]

***Hall v. Sea Mar Community Health
Centers, No. 2:22-cv-00184-RSL-TLF***

Court Approved Legal Notice

If you were a patient, employee, or guarantor of Sea Mar Community Health Centers in or before December 2020, you may be entitled to benefits from a class action settlement. The settlement relates to a data incident at Sea Mar Community Health Centers between December 2020 and March 2021.

A United States District Court authorized this Notice.

This is not junk mail, an advertisement, or a solicitation from a lawyer.

[www.\[website\].com](http://www.[website].com)

Forwarding Service Requested

Postal Service: Please do not mark barcode
Claim No.:

[CLAIMANT INFO]

Unique ID No. [INSERT]

IMPORTANT MESSAGE FROM THE COURT: A Settlement has been reached in a class action lawsuit concerning Sea Mar Community Health Centers (“Defendant”) and a data incident (the “Data Incident”) that occurred between December 2020 and March 2021, when one or more unauthorized individuals accessed or potentially accessed information stored on Sea Mar Community Health Centers’ computer system, including names, addresses, dates of birth, Social Security numbers, medical and clinical treatment information, insurance information, and claims information.

Who is Included? The Settlement Class includes: All individuals whose personally identifiable information (“PII”) and/or protected health information (“PHI”) was subjected to the Data Incident, as confirmed by Defendant’s business records

What does the Settlement Provide? Please see the Settlement for full details. Generally, Settlement Class Members are eligible to receive the following relief: (1) up to \$2,500 in reimbursement for Ordinary Losses consisting of actual out-of-pocket losses, unreimbursed identity protection expenses, and \$30 an hour for up to 10 hours of time spent remediating the issues related to the Data Incident; (2) in the alternative to reimbursement for Ordinary Losses, a cash payment of up to \$100; (3) up to \$25,000 in reimbursement for documented Extraordinary Losses arising from financial fraud or identity theft; and (4) 36 months of IDX Identity Protection Services, an identity theft detection service provided by IDX, and 36 months of identity restoration services, also provided by IDX. The Settlement Administrator will post additional information about the payment amount on [InsertWebsiteLink]. Defendant has also agreed to enact (at its expense) reasonable and appropriate security enhancements identified in risk assessments to be performed in 2022 and 2023. For complete details, please see the Settlement Agreement, whose terms control, available at [InsertWebsiteLink]. **To be eligible to enroll in IDX Identity Protection Services, you are not required to do anything. A link with a redeemable code to be used directly with IDX Identity Protection Services is provided below.**

LINK

REDEMPTION CODE

Under the Settlement, the maximum total amount Defendant may be required to pay is four million four hundred thousand dollars (\$4,400,000.00). For full details, please review the Settlement Agreement. The Settlement is without an admission of liability.

How To Get Benefits: You must submit a Claim Form, available at [www.\[website\].com](http://www.[website].com). You will need the Unique ID number found on the front of this postcard under your contact information to submit a Claim Form. The Claim Form must be submitted at [www.\[website\].com](http://www.[website].com) on or before 11:59 p.m. (Pacific) on **Month DD, 2022**. Claims will be subject to a verification process.

Your Other Options. If you file a Claim Form, object to the Settlement, or do nothing, you will stay in the Settlement Class and be bound to its terms including its Release. You will be legally bound by all orders of the Court and you will not be able to start, continue or be part of any other lawsuit against Defendant or related parties about the Data Incident. If you do not want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **Month DD, 2022**. If you do not exclude yourself, you may object to the Settlement by **Month DD, 20YY**. Please see the Settlement for full details.

The Final Approval Hearing. The Court has scheduled a hearing for **Month DD, 2022**, to decide whether to approve the Settlement, attorneys’ fees, costs, and expenses, service awards; and any objections. You may or your attorney may speak about your objection at the hearing.

More Information. More information about your rights and options can be found in the Detailed Notice and Settlement Agreement available at [www.\[website\].com](http://www.[website].com)

EXHIBIT B

DRAFT DOCUMENT - PRIVILEGED

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

Hall v. Sea Mar Community Health Centers
Case No. 2:22-cv-00184-RSL-TLF (W.D. Wash.)

**If You Have Been a Patient, Employee, or Guarantor of Sea Mar Community Health Centers,
A Class Action Settlement May Affect Your Rights.**

***A Federal Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class action lawsuit concerning Sea Mar Community Health Centers and a data incident (the “Data Incident”) that occurred between December 2020 and March 2021, when one or more unauthorized individuals accessed or potentially accessed information stored on Sea Mar Community Health Centers’ computer system, including names, addresses, dates of birth, Social Security numbers, medical and clinical treatment information, insurance information, and claims information.
- The lawsuit is called *Hall v. Sea Mar Community Health Centers*, Case No. 2:22-cv-00184-RSL-TLF (W.D. Wash.), and is pending in the United States District Court for the Western District of Washington. The lawsuit asserts claims related to the Data Incident. The Defendant in the lawsuit is Sea Mar Community Health Centers (“SMCHC” or “Defendant”). Defendant in the lawsuit denies it is or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit.
- Members of the Settlement Class are all individuals whose personally identifiable information (“PII”) and or protected health information (“PHI”) was subjected to the Data Incident, as confirmed by Defendant’s business records. Eligible Settlement Class Members will be mailed notice of their eligibility, and Settlement Class Membership will be verified against that emailed list. The Settlement Class does not include (a) the Court; (b) the officers and directors of Defendant; (c) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (d) persons who have been separately represented by counsel for matters of, and have settled, claims related to the Data Incident with Defendant.
- Settlement Class Members are eligible to receive the following relief: (1) up to \$2,500 in reimbursement for Ordinary Losses consisting of actual out-of-pocket losses, unreimbursed identity protection expenses, and \$30 an hour for up to 10 hours of time spent remedying the issues related to the Data Incident; (2) in the alternative to reimbursement for Ordinary Losses, a cash payment of up to \$100; (3) up to \$25,000 in reimbursement for documented Extraordinary Losses arising from financial fraud or identity theft; and (4) 36 months of IDX Identity Protection Services, an identity theft detection service provided by IDX, and 36 months of identity restoration services, also provided by IDX. The Settlement Administrator will post additional information about the payment amount on [\[InsertWebsiteLink\]](#). Defendant has also agreed to enact (at its expense) reasonable and appropriate security enhancements identified in risk assessments to be performed in 2022 and 2023. For complete details, please see the Settlement Agreement, whose terms control, available at [\[InsertWebsiteLink\]](#).

DRAFT DOCUMENT - PRIVILEGED

- Your legal rights are affected regardless of whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is [75 Days after the Notice Deadline].
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no payment, but you will retain any rights you currently have with respect to Defendant and the issues in this case. You may download an exclusion form at [InsertWebsiteLink]. The deadline to exclude from the Settlement is [50 Days after the Notice Deadline].
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is [50 Days after the Notice Deadline].
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on [InsertHearingDate].
DO NOTHING	You get no payment, but will be eligible for 36 months of IDX Identity Protection Services, and you give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at [**InsertWebsiteLink**].
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the

DRAFT DOCUMENT - PRIVILEGED

proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Robert S. Lasnik of the United States District Court for the Western District of Washington is overseeing this class action. The case is called *Hall v. Sea Mar Community Health Centers, No. 2:22-cv-00184-RSL-TLF* (the “Action”).

Alan Hall, Jeffrie Alan Summers II, and Kristine Wright are the Plaintiffs or Class Representatives. The company they sued, Sea Mar Community Health Centers, is the Defendant.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Alan Hall, Jeffrie Alan Summers II, and Kristine Wright—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The Plaintiffs claim that Defendant failed to implement and maintain reasonable security measures to protect patient, employee, and guarantor PII and PHI in its possession, in order to prevent the Data Incident from occurring.

Defendant denies that it is or can be held liable for the claims made in the lawsuit. More information about the complaint in the lawsuit and Defendant’s responses can be found in the “Court Documents” section of the Settlement Website at [\[InsertWebsite\]](#).

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. The Class Representative and Class Counsel, attorneys for the Settlement Class Members, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by Defendant.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

You are part of the Settlement as a Settlement Class Member if you had an address on file in Defendant’s business records at the time of the Data Incident and your PII and/or PHI was

DRAFT DOCUMENT - PRIVILEGED

subjected to the Data Incident. Eligible Settlement Class Members will have been mailed notice of their eligibility (including from [InsertMailingAddress]), and Settlement Class membership will be verified against that mailed list. Not all patients, employees, or guarantors of Defendant are Settlement Class Members.

If you are still not sure whether you are included, you can contact the Settlement Administrator by calling [INSERT], by emailing [INSERT], by visiting the website [INSERT].

This Settlement Class does not include (a) any Judge assigned to this Action and members of their immediate families; (b) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant has a controlling interest, and any of their current or former officers, directors, employees, representatives, managers, members, and any other person acting for or on behalf of Defendant; (c) persons who properly execute and file a timely request for exclusion from the Settlement Class; (d) persons who have been separately represented by counsel for matters of, and have settled and released claims related to the Data Incident with Defendant.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

This Settlement provides eligible Settlement Class Members with (1) up to \$2,500 in reimbursement for Ordinary Losses consisting of actual out-of-pocket losses and \$30 an hour for up to 30 hours of time spent remediating the issues related to the Data Incident; (2) in the alternative to reimbursement for Ordinary Losses, a cash payment of up to \$100; (3) up to \$25,000 in reimbursement for documented Extraordinary Losses arising from financial fraud or identity theft; and (4) 36 months of IDX Identity Protection Services, an identity theft detection service provided by IDX, and 36 months of identity restoration services, also provided by IDX

6.A. Who May Recover for Ordinary Losses and for How Much?

- If you are a Settlement Class Member and you incurred documented out-of-pocket losses related to the Data Incident, incurred documented fees for unreimbursed identity protection expenses between December 1, 2020 and the date of the Preliminary Approval Order, or spent time remediating the issues related to the Data Incident, you may be eligible to receive reimbursement up to a total of \$2,500.00 per Settlement Class Member.
- Out-of-pocket losses related to the Data Incident may include: (1) unreimbursed bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel.
- For attested time spent remediating the issues related to the Data Incident, you may receive reimbursement for up to 10 hours at \$30 per hour.

DRAFT DOCUMENT - PRIVILEGED

- For complete details, please see the Settlement Agreement, whose terms control, available at [InsertWebsiteLink]. Claims will be subject to a verification process and will be denied if they do not meet the verification requirements. The Settlement Administrator will post additional information about the payment amount on [InsertWebsiteLink], if necessary.

6.B. Who May Receive an Alternative Cash Payment and for How Much?

- In the alternative to compensation for Ordinary Losses, Settlement Class Members may simply make a claim for a cash payment of one hundred dollars (\$100.00).

6.C. Who May Recover for Extraordinary Losses and for How Much?

- If you are a Settlement Class Member and you incurred documented monetary loss that is, *inter alia*, arising from financial fraud or identity theft, you may be eligible to receive reimbursement up to a total of \$25,000.00 per Settlement Class Member.
- To receive reimbursement for Extraordinary Losses, (1) the loss must be an actual, documented, and unreimbursed monetary loss; (2) the loss must be more likely than not caused by the Data Incident; (3) the loss must have occurred during the period from December 1, 2020, through and including the end of the applicable claims period; (4) the loss must not be already covered as an “Ordinary Loss” as described above; and (5) you must provide documentation that you made reasonable efforts to avoid, or seek reimbursement for, the losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

6.D. Who may receive 36 months of identity theft protection and 36 months of identity restoration services?

- All Settlement Class Members are eligible to enroll, without the need to file a claim, for 36 months of IDX Identity Protection Services, an identity theft detection service provided by IDX, and 36 months of identity restoration services, also provided by IDX.

Maximum Settlement Contribution: Under this Settlement, the maximum total amount Defendant may be required to pay is four million four hundred thousand dollars (\$4,400,000.00). This maximum includes reimbursements for Ordinary Losses, cash payments of up to \$100.00 in the alternative to compensation for Ordinary Losses, reimbursements for Extraordinary Losses, the costs of 36 months of identity protection services and identity restoration services, attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel, any awarded class representative service award, and notice and administrative costs to provide the Settlement. In no event shall Defendant’s total financial obligation under this Settlement exceed four million four hundred thousand dollars (\$4,400,000.00).

HOW TO GET BENEFITS

7. How do I make a Claim?

DRAFT DOCUMENT - PRIVILEGED

To qualify for a Settlement benefit, you must complete and submit a Claim Form.

Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at [InsertWebsiteLink]. Claim Forms are only available through the Settlement website at [InsertWebsiteLink].

Claims will be subject to a verification process. You will need the Unique ID provided with your notice to fill out a Claim Form. **All Claim Forms must be received online no later than [75 Days after the Notice Deadline].**

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for [insert date]. If the Court approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will be sent payment within approximately 45 days after all appeals and other reviews, if any, are completed. Please be patient. Eligible claims will be paid to Class Members electronically unless a Settlement Class Member chooses to receive payment by written check. All checks will expire and become void 90 days after they are issued.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC and John A. Yanchunis of Morgan & Morgan as “Class Counsel.”

Should I get my own lawyer?

You don't need to hire your own lawyer because Class Counsel are working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you if you want someone other than Class Counsel to represent you.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees, costs, and expenses that will be paid by or on behalf of Defendant separately. Class Counsel will not seek more than \$1,320,000.00 in attorneys' fees and \$30,000.00 in litigation costs and expenses. Class Counsel will also request Service Awards of up to two thousand five hundred dollars (\$2,500.00) for the Class Representatives. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this Settlement?

DRAFT DOCUMENT - PRIVILEGED

If you do not exclude yourself from the Settlement, you will not be able to sue the Defendant about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. You can read the Settlement Agreement at [\[Insert Website\]](#). However, you may exclude yourself from the Settlement (see Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims.

“Released Claims” means any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, penalties, remedies, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, existing or potential, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, liquidated or unliquidated, legal, statutory or equitable, that have been or could have been asserted, or in the future could be asserted, in the Action or in any court, tribunal or proceeding by or on behalf of the Named Plaintiffs and/or any and all of the members of the Settlement Class by reason of, resulting from, arising out of, relating to, or in connection with, the allegations, facts, events, transactions, acts, occurrences, statements, representations, omissions, or any other matter, thing or cause whatsoever, or any series thereof, embraced, involved, set forth or otherwise related to the alleged claims or events in the Action or the Data Incident against any of the Released Parties whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States. The Released Claims do not include any claims arising from or relating to any conduct by Defendant after the date the Agreement is executed. The Released Claims shall also not include the right of Named Plaintiff, any Settlement Class Member or any Released Person to enforce the terms of the Settlement Agreement.

12. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement for any losses incurred as a result of the Data Incident, but you will be entitled to access IDX Identity Protection Services for a period of 36 months from the Effective Date of the Settlement, if it is finally approved. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant for the claims or legal issues resolved in this Settlement.

13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no benefits or payment under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendant in this class action.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter or exclusion form stating that you want to be excluded from the Settlement in *Hall v. Sea Mar Community Health Centers*, No. 2:22-cv-00184-RSL-TLF. Your letter must also include (1) your name and

DRAFT DOCUMENT - PRIVILEGED

address; (2) a statement that you wish to be excluded from the Settlement Class; and (3) your signature. You must mail your exclusion request, postmarked no later than [50 Days after the Notice Deadline], to the following address:

[Insert Address]

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

A form to exclude yourself from the Settlement, also called opting-out of the Settlement, will be made available on the Settlement Website at [InsertWebsite].

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being resolved by this Settlement even if you do nothing.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

17. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file written notice with the Court stating that you object to the Settlement in *Hall v. Sea Mar Community Health Centers*, No. 2:22-cv-00184-RSL-TLF, no later than [50 Days after the Notice Deadline]. Your objection should be filed with the Court, which you can do by mailing your objection and any supporting documents to the United States District Court for the Western District of Washington at the following address:

[INSERT]

If you are represented by a lawyer, the lawyer may file your objection through the Court's e-filing system. If you are represented, you must include your lawyer's contact information in the objection.

The objection must be in writing and include the case name *Hall v. Sea Mar Community Health Centers*, No. 2:22-cv-00184-RSL-TLF. Your objection must be personally signed by you and include, among other things, the following information: (1) your name, address, and telephone number; (2) all arguments, citations, and evidence supporting the grounds for your objection; (3) an explanation of the basis upon which you claim to be a Settlement Class Member; (4) a statement indicating whether you are represented by counsel in connection with the objection, including the identity of your counsel and any agreements you have with counsel relating to your objection; (5) a list of all persons, if any, you will call to testify at the Final Approval Hearing in support of your objection; (6) all other class action settlements, if any, to which you or your counsel

DRAFT DOCUMENT - PRIVILEGED

have filed an objection; (7) all other class actions, if any, in which you have been a named plaintiff or your counsel has been class counsel, including the case name, court, and docket number for each. In addition, if you wish to appear and be heard at the hearing on the fairness of the Settlement at the Final Approval Hearing, you or your attorney must say so in your written objection.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to both Class Counsel and Defendant's lawyers at the addresses listed below, postmarked no later than [50 Days after the Notice Deadline]:

Class Counsel	Defense Counsel
<p>Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606</p> <p>John A. Yanchunis MORGAN & MORGAN COMPLEX LITIGATION GROUP 201 N Franklin Street, 7th Floor Tampa, FL 33602</p>	

Class Counsel will file their request for attorneys' fees, costs, and expenses and Service Awards for the Class Representatives with the Court, which will also be posted on the Settlement Website, at [InsertWebsite].

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on [InsertDate] at the [ADDRESS]. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Awards to the Class Representatives.

DRAFT DOCUMENT - PRIVILEGED

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, [InsertWebsite], or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

21. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at [InsertWebsite] or by writing to [insert settlement administrator address].

23. How do I get more information?

Go to [INSERTWEBSITE], call [Insert toll-free number], email [insert settlement admin email] or write to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

EXHIBIT C

Hall v. Sea Mar Community Health Centers, No. 2:22-cv-00184-RSL-TLF
Sea Mar Community Health Centers Settlement

**“OUT-OF-POCKET LOSSES” AND IDENTITY THEFT
PROTECTION AND RESTORATION SERVICES CLAIM FORM**

IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE RECEIVED ONLINE AT [INSERT WEBSITE] NO LATER THAN [INSERT DATE].

***ATTENTION:** This Claim Form is to be used to apply for relief related to the Data Incident that occurred between December 2020 and March 2021 and potentially affected patients, employees, and guarantors of Sea Mar Community Health Centers. There are two types of damages for which these individuals may be eligible: 1) for all Settlement Class Members, reimbursement of actual losses that are reasonably traceable to the Data Incident, including attested time, and 2) for all Settlement Class Members, 36 months of IDX Identity Protection Services, an identity theft protection service provided by IDX, and 36 months of identity restoration services, also provided by IDX.*

*To submit a Claim, you must have been identified as a potential Settlement Class Member from Defendant Sea Mar Community Health Centers’ business records and received Notice of this Settlement with a **unique Claim Number**.*

*You may apply to be reimbursed for your Ordinary Losses and Extraordinary Losses. Ordinary Losses consist of actual out-of-pocket losses, up to \$2,500.00, and for time spent remedying identity theft or fraud, including misuse of personal information, credit monitoring or freezing credit reports at thirty dollars (\$30.00) for up to 10 hours. **You may be reimbursed for 10 hours of lost time by attesting it was spent remedying the issues related to the Data Incident; otherwise, you will need to submit proof of your losses in order to be eligible.** In the alternative to being reimbursed for your Ordinary Losses, you may simply make a claim for a cash payment of up to \$100. In addition, to the aforesaid benefits, you are also eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$25,000.00 per Settlement Class Member for documented monetary loss that is, inter alia, arising from financial fraud or identity theft. **PLEASE BE ADVISED** that any documentation you provide must be submitted **WITH** this Claim Form.*

Note that you MUST separately apply for out-of-pocket losses, including attested time, using this claim form.

***CLAIM VERIFICATION:** All Claims are subject to verification. You will be notified if additional information is needed to verify your Claim.*

***ASSISTANCE:** If you have questions about this Claim Form, please visit the Settlement website at [INSERT] for additional information or call [INSERT PHONE NUMBER].*

PLEASE KEEP A COPY OF YOUR CLAIM FORM AND PROOF OF MAILING FOR YOUR RECORDS.

Failure to submit required documentation, or to complete all parts of the Claim Form, may result in denial of the claim, delay its processing, or otherwise adversely affect the claim.

REGISTRATION

First Name:	MI:	Last Name:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Mailing Address:		
<input type="text"/>		
City:	State:	ZIP Code:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone Number:		
<input type="text"/>		

CLAIM INFORMATION

Section A. Confirm Your Eligibility

Did you receive a unique Claim Number indicating that you may be a member of the Settlement Class?

Yes No

If yes, continue to the next question. If no, you are not a member of the Settlement Class and do not qualify to file a Claim.

Did you suffer any financial expenses or other financial losses that you believe was as a result of the Data Incident **or did you spend time remedying the issues related to the Data Incident? For example, did you sign up and pay for a credit monitoring service, hire and pay for a professional service to remedy identity theft, etc., **or spend time monitoring credit, resolving disputes for unauthorized transactions, freezing or unfreezing your credit, remedying a falsified tax return, etc.** as a direct result of or attributed to the Data Incident?**

Yes No

*If yes, you may be eligible to fill out **Section B** of this form and provide corroborating documentation.*

Section B. Reimbursement for Ordinary Losses and Attested Lost Time

If you suffered verifiable financial losses that are reasonably traceable to the Data Incident or spent time remedying the issues related to the Data Incident, you may be eligible to receive a payment to compensate you for the losses and inconveniences suffered and lost time spent that are fairly traceable to the Data Incident.

*If it is verified that you meet all the criteria described in the Settlement Agreement, and you **submit** proof of your losses and the dollar amount of those losses, you will be eligible to receive a payment compensating you for your documented losses of up to **\$2,500.00**. Examples of what can be used to prove your losses include: receipts, account statements, etc. You may also prove losses by submitting information in the claim form that describes time spent remedying suspected identity theft, fraud, or misuse of personal information and/or other issues reasonably traceable to the Data Incident. You will be required to provide an attestation as to the time you spent remedying issues related to the Data Incident. If you submit this information, you will be eligible for a payment of up to \$30.00 per hour, for up to 10 hours. Examples of what can be used to account for your losses related to time spent remedying issues related to the Data Incident include: time spent monitoring credit, resolving disputes for unauthorized transactions, freezing or unfreezing your credit, remedying a falsified tax return, etc.*

Providing adequate proof of your losses does not guaranty that you will be entitled to receive the full amount claimed. All Claims will also be subject to an aggregate maximum payment amount, as explained in the Settlement Agreement. If the amount of losses claimed exceeds the maximum amount of money available under the Settlement Agreement, then the payment for your Claim will be reduced on a pro rata basis. If you would like to learn more, please review the Settlement Agreement for further details.

Payment for your losses will be paid directly to you electronically, unless you request to be paid by check as indicated below.

For each loss that you believe can be traced to the Data Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and the type of documentation you will be submitting to support the loss. **You must provide ALL this information for this Claim to be processed.** Supporting documents must be submitted electronically. Please do so as part of this Claim Form at **[Insert Website]** and provide the additional information required below. **If you fail to provide sufficient supporting documents, the Settlement Administrator will deny Your Claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator's privacy policy is available at **[Insert Website]**. With the exception of your Sea Mar Community Health Centers name, mailing address, email address, and phone number, supporting documentation will not be provided to Defendant in this action. Please do not directly communicate with Sea Mar Community Health Centers regarding this matter. All inquiries are to be sent to the Claims Administrator.

Examples of such losses include payments for identity theft protection or credit monitoring you made which are reasonably traceable to the Data Incident, financial losses due to stolen identity traceable to the Data Incident, etc. These are only examples and do not represent a complete list of losses eligible for compensation. Please provide a description of any loss that you claim was the result of the Data Incident.

Examples of documentation include receipts for identity theft protection services, etc.

Description of the Loss	Date of Loss	Amount	Type of Supporting Documentation
Example: Identity Theft Protection Service	0 7 - 1 7 - 2 0 MM DD YY	\$50.00	Copy of identity theft protection service bill
Example: Fees paid to a professional to remedy a falsified tax return	0 2 - 3 0 - 2 1 MM DD YY	\$25.00	Copy of the professional services bill
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	

Reimbursement for Attested Time:

Settlement Class Members may submit a claim for up to 10 hours of time spent remedying identity theft, fraud, misuse of personal information, credit monitoring or freezing credit reports, and/or other issues reasonably traceable to the Data Incident at \$30.00 per hour. Ten (10) hours of lost time may be reimbursed if you provide an attestation as to the time you spent remedying issues related to the Data Incident.

If you spent time remedying issues related to the Data Incident, including at least one (1) full hour, please list the number of hours you spent here: _____.

By checking the below box, I hereby declare under penalty of perjury under the laws of the State of Washington that the information provided in this Claim Form to support my seeking relief for Attested Time (up to \$300.00) is true and correct.

- Yes, I understand that I am submitting this Claim Form and the affirmations it makes as to my seeking relief for Attested Time under penalty of perjury. I further understand that my failure to check this box may render my Claim for Attested Time null and void.**

Alternative Cash Payment

In the alternative to compensation for Ordinary Losses and Attested Lost Time, Class Members may simply make a claim for a cash payment of one hundred dollars (\$100.00).

By checking the below box, I choose a cash payment of \$100.00 in the alternative to compensation for Ordinary Losses and Attested Lost Time.

- Yes, I choose a cash payment of \$100.00 in the alternative to compensation for Ordinary Losses and Attested Lost Time.**

Compensation for Extraordinary Losses

In addition to compensation for Ordinary Losses and Attested Lost Time (or the Alternative Cash Payment), you are also eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$25,000.00 for documented monetary loss that is, *inter alia*, arising from financial fraud or identity theft if:

- (1) The loss is an actual, documented, and unreimbursed monetary loss;
- (2) The loss is more likely than not caused by the Data Incident;
- (3) The loss occurred during the period from December 1, 2020, through and including the end of the applicable claims period;
- (4) The loss is not already covered as an “Ordinary Loss” as described above; and
- (5) You provide documentation that you made reasonable efforts to avoid, or seek reimbursement for, the losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

For each loss that you believe is more likely than not caused by the Data Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and the type of documentation you will be submitting to support the loss. **You must provide ALL this information for this Claim to be processed.** Supporting documents must be submitted electronically. Please do so as part of this Claim Form at [\[Insert Website\]](#) and provide the additional information required below. **If you fail to provide sufficient supporting documents, the Settlement Administrator will deny Your Claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator’s privacy policy is available at [\[Insert Website\]](#). With the exception of your Sea Mar Community Health Centers name, mailing address, email address, and phone number, supporting documentation will not be provided to Defendant in this action. Please do not directly communicate with Sea Mar Community Health Centers regarding this matter. All inquiries are to be sent to the Claims Administrator.

Description of the Loss	Date of Loss	Amount	Type of Supporting Documentation
Example: Unauthorized credit card charge	0 7 - 1 7 - 2 0 MM DD YY MM DD YY	\$50.00	Letter from Bank
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	

	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> MM DD YY	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/>	
	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> MM DD YY	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/>	
	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> MM DD YY	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/>	
	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> MM DD YY	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/>	

Section C. Payment

You will receive payment for your losses under this Settlement electronically. If you do not wish to receive an electronic payment, payment for your losses will be paid in the form of a check sent to the mailing address you provided above.

Please check the box if you **do not** want to receive your payment electronically:

If you wish to receive an electronic payment, you may receive it in the following manners:

[Settlement Administrator to provide for electronic payment manners and instructions]

Section D. Settlement Class Member Affirmation

By submitting this Claim Form and checking the box below, I declare that I received notification from Sea Mar Community Health Centers that I have been identified as a potential Settlement Class Member. As I have submitted claims of losses due to the Data Incident, I declare that I suffered these losses.

I understand that my Claim and the information provided above will be subject to verification.

I also understand that I may not be entitled to recover under this Settlement if I am employed by and/or affiliated with the Judge or Magistrate presiding over this action, and/or am employed by the Defendants or anyone acting on their behalf.

By submitting this Claim Form, I certify that any documentation that I have submitted in support of my Claim consists of unaltered documents in my possession.

Yes, I understand that my failure to check this box may render my Claim null and void.

Please include your name in both the Signature and Printed Name fields below.

Signature:

Date: - -
MM DD YY

Printed Name:

IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE RECEIVED ONLINE AT [INSERT WEBSITE] NO LATER THAN [120 days after the Notice Deadline].

Exhibit B

DRAFT DOCUMENT - PRIVILEGED

SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE KING COUNTY

Summers v. Sea Mar Community Health Centers
No. 22-2-00773-7 SEA (Wash. Super. Ct., King Cnty. filed Jan. 14, 2022)

**If You Have Been a Patient, Employee, or Guarantor of Sea Mar Community Health Centers,
A Class Action Settlement May Affect Your Rights.**

***A Washington State Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class-action lawsuit concerning Sea Mar Community Health Centers and a data incident (the “Data Incident”) that occurred between December 2020 and March 2021, when one or more unauthorized individuals accessed or potentially accessed information stored on Sea Mar Community Health Centers’ computer system, including names, addresses, dates of birth, Social Security numbers, medical and clinical treatment information, insurance information, and claims information.
- The lawsuit is called *Summers v. Sea Mar Community Health Centers*, No. 22-2-00773-7 SEA (Wash. Super. Ct., King Cnty. filed Jan. 14, 2022), and is pending in the Superior Court of the State of Washington, King County. The lawsuit asserts claims related to the Data Incident. The Defendant in the lawsuit is Sea Mar Community Health Centers (“SMCHC” or “Defendant”). Defendant in the lawsuit denies it is or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit.
- Members of the Settlement Class are all individuals whose personally identifiable information (“PII”) and or protected health information (“PHI”) was subjected to the Data Incident, as confirmed by Defendant’s business records. Eligible Settlement Class Members will be mailed notice of their eligibility, and Settlement Class Membership will be verified against that emailed list. The Settlement Class does not include (a) the Court; (b) the officers and directors of Defendant; (c) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (d) persons who have been separately represented by counsel for matters of, and have settled, claims related to the Data Incident with Defendant.
- Settlement Class Members are eligible to receive the following relief: (1) up to \$2,500 in reimbursement for Ordinary Losses consisting of actual out-of-pocket losses, unreimbursed identity protection expenses, and \$30 an hour for up to 10 hours of time spent remedying the issues related to the Data Incident; (2) in the alternative to reimbursement for Ordinary Losses, a cash payment of up to \$100; (3) up to \$25,000 in reimbursement for documented Extraordinary Losses arising from financial fraud or identity theft; and (4) 36 months of IDX Identity Protection Services, an identity theft detection service provided by IDX, and 36 months of identity restoration services, also provided by IDX. The Settlement Administrator will post additional information about the payment amount on [[InsertWebsiteLink](#)]. Defendant

DRAFT DOCUMENT - PRIVILEGED

has also agreed to enact (at its expense) reasonable and appropriate security enhancements identified in risk assessments to be performed in 2022 and 2023. For complete details, please see the Settlement Agreement, whose terms control, available at [\[InsertWebsiteLink\]](#).

- Your legal rights are affected regardless of whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is [120 Days after the Notice Deadline] .
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no payment, but you will retain any rights you currently have with respect to Defendant and the issues in this case. You may download an exclusion form at [InsertWebsiteLink] . The deadline to exclude from the Settlement is [60 Days after the Notice Deadline] .
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is [60 Days after the Notice Deadline] .
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on [InsertHearingDate] .
DO NOTHING	You get no payment, but will be eligible for 36 months of IDX Identity Protection Services, and you give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at [\[InsertWebsiteLink\]](#).

The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Suzanne R. Parisien of the Superior Court for the State of Washington in and for King County is overseeing this class action. The case is called *Summers v. Sea Mar Community Health Centers*, No. 22-2-00773-7 SEA (Wash. Super. Ct., King Cnty. filed Jan. 14, 2022) (the “Action”).

Jeffrie Alan Summers II, Alan Hall, and Kristina Wright are the Plaintiffs or Class Representatives. The company they sued, Sea Mar Community Health Centers, is the Defendant.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Jeffrie Alan Summers II, Alan Hall and Kristina Wright—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The Plaintiffs claim that Defendant failed to implement and maintain reasonable security measures to protect patient, employee, and guarantor PII and PHI in its possession, in order to prevent the Data Incident from occurring.

Defendant denies that it is or can be held liable for the claims made in the lawsuit. More information about the complaint in the lawsuit and Defendant’s responses can be found in the “Court Documents” section of the Settlement Website at [\[InsertWebsite\]](#).

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. The Class Representative and Class Counsel, attorneys for the Settlement Class Members, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by Defendant.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

You are part of the Settlement as a Settlement Class Member if you had an address on file in Defendant's business records at the time of the Data Incident and your PII and/or PHI was subjected to the Data Incident. Eligible Settlement Class Members will have been mailed notice of their eligibility (including from [InsertMailingAddress]), and Settlement Class membership will be verified against that mailed list. Not all patients, employees, or guarantors of Defendant are Settlement Class Members.

If you are still not sure whether you are included, you can contact the Settlement Administrator by calling [INSERT], by emailing [INSERT], by visiting the website [INSERT].

This Settlement Class does not include (a) any Judge assigned to this Action and members of their immediate families; (b) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant has a controlling interest, and any of their current or former officers, directors, employees, representatives, managers, members, and any other person acting for or on behalf of Defendant; (c) persons who properly execute and file a timely request for exclusion from the Settlement Class; (d) persons who have been separately represented by counsel for matters of, and have settled and released claims related to the Data Incident with Defendant.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

This Settlement provides eligible Settlement Class Members with (1) up to \$2,500 in reimbursement for Ordinary Losses consisting of actual out-of-pocket losses and \$30 an hour for up to 30 hours of time spent remediating the issues related to the Data Incident; (2) in the alternative to reimbursement for Ordinary Losses, a cash payment of up to \$100; (3) up to \$25,000 in reimbursement for documented Extraordinary Losses arising from financial fraud or identity theft; and (4) 36 months of IDX Identity Protection Services, an identity theft detection service provided by IDX, and 36 months of identity restoration services, also provided by IDX

6.A. Who May Recover for Ordinary Losses and for How Much?

- If you are a Settlement Class Member and you incurred documented out-of-pocket losses related to the Data Incident, incurred documented fees for unreimbursed identity protection expenses between December 1, 2020 and the date of the Preliminary Approval Order, or spent time remediating the issues related to the Data Incident, you may be eligible to receive reimbursement up to a total of \$2,500.00 per Settlement Class Member.
- Out-of-pocket losses related to the Data Incident may include: (1) unreimbursed bank fees, long distance phone charges, cell phone charges (only if charged by the minute),

DRAFT DOCUMENT - PRIVILEGED

data charges (only if charged based on the amount of data used), postage, or gasoline for local travel.

- For attested time spent remedying the issues related to the Data Incident, you may receive reimbursement for up to 10 hours at \$30 per hour.
- For complete details, please see the Settlement Agreement, whose terms control, available at [InsertWebsiteLink]. Claims will be subject to a verification process and will be denied if they do not meet the verification requirements. The Settlement Administrator will post additional information about the payment amount on [InsertWebsiteLink], if necessary.

6.B. Who May Receive an Alternative Cash Payment and for How Much?

- In the alternative to compensation for Ordinary Losses, Settlement Class Members may simply make a claim for a cash payment of one hundred dollars (\$100.00).

6.C. Who May Recover for Extraordinary Losses and for How Much?

- If you are a Settlement Class Member and you incurred documented monetary loss that is, *inter alia*, arising from financial fraud or identity theft, you may be eligible to receive reimbursement up to a total of \$25,000.00 per Settlement Class Member.
- To receive reimbursement for Extraordinary Losses, (1) the loss must be an actual, documented, and unreimbursed monetary loss; (2) the loss must be more likely than not caused by the Data Incident; (3) the loss must have occurred during the period from December 1, 2020, through and including the end of the applicable claims period; (4) the loss must not be already covered as an “Ordinary Loss” as described above; and (5) you must provide documentation that you made reasonable efforts to avoid, or seek reimbursement for, the losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

6.D. Who may receive 36 months of identity theft protection and 36 months of identity restoration services?

- All Settlement Class Members are eligible to enroll, without the need to file a claim, for 36 months of IDX Identity Protection Services, an identity theft detection service provided by IDX, and 36 months of identity restoration services, also provided by IDX.

Maximum Settlement Contribution: Under this Settlement, the maximum total amount Defendant may be required to pay is four million four hundred thousand dollars (\$4,400,000.00). This maximum includes reimbursements for Ordinary Losses, cash payments of up to \$100.00 in the alternative to compensation for Ordinary Losses, reimbursements for Extraordinary Losses, the costs of 36 months of identity protection services and identity restoration services, attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel, any awarded class representative service award, and notice and administrative costs to provide the Settlement. In no event shall Defendant’s total financial obligation under this Settlement exceed four million four hundred thousand dollars (\$4,400,000.00).

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form.

Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at [InsertWebsiteLink]. Claim Forms are only available through the Settlement website at [InsertWebsiteLink].

Claims will be subject to a verification process. You will need the Unique ID provided with your notice to fill out a Claim Form. **All Claim Forms must be received online no later than [75 Days after the Notice Deadline].**

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for [insert date]. If the Court approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will be sent payment within approximately 45 days after all appeals and other reviews, if any, are completed. Please be patient. Eligible claims will be paid to Class Members electronically unless a Settlement Class Member chooses to receive payment by written check. All checks will expire and become void 90 days after they are issued.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed Hagens Berman Sobol Shapiro LLP, Milberg Coleman Bryson Phillips Grossman, PLLC and Morgan & Morgan Complex Litigation Group as “Class Counsel.”

Should I get my own lawyer?

You don't need to hire your own lawyer because Class Counsel are working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you if you want someone other than Class Counsel to represent you.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees, costs, and expenses that will be paid by or on behalf of Defendant separately. Class Counsel will not seek more than \$1,320,000.00 in attorneys' fees and \$30,000.00 in litigation costs and expenses. Class Counsel will also request Service Awards of up to two thousand five hundred dollars (\$2,500.00) for the Class Representatives. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue the Defendant about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. You can read the Settlement Agreement at [\[Insert Website\]](#). However, you may exclude yourself from the Settlement (see Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims.

“Released Claims” means any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, penalties, remedies, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, existing or potential, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, liquidated or unliquidated, legal, statutory or equitable, that have been or could have been asserted, or in the future could be asserted, in the Action or in any court, tribunal or proceeding by or on behalf of the Named Plaintiffs and/or any and all of the members of the Settlement Class by reason of, resulting from, arising out of, relating to, or in connection with, the allegations, facts, events, transactions, acts, occurrences, statements, representations, omissions, or any other matter, thing or cause whatsoever, or any series thereof, embraced, involved, set forth or otherwise related to the alleged claims or events in the Action or the Data Incident against any of the Released Parties whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States. The Released Claims do not include any claims arising from or relating to any conduct by Defendant after the date the Agreement is executed. The Released Claims shall also not include the right of Named Plaintiff, any Settlement Class Member or any Released Person to enforce the terms of the Settlement Agreement.

12. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement for any losses incurred as a result of the Data Incident, but you will be entitled to access IDX Identity Protection Services for a period of 36 months from the Effective Date of the Settlement, if it is finally approved. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant for the claims or legal issues resolved in this Settlement.

13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no benefits or payment under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendant in this class action.

14. How do I ask to be excluded?

DRAFT DOCUMENT - PRIVILEGED

You can ask to be excluded from the Settlement. To do so, you must send a letter or exclusion form stating that you want to be excluded from the Settlement in *Summers v. Sea Mar Community Health Centers*, No. 22-2-00773-7 SEA (Wash. Super. Ct., King Cnty. filed Jan. 14, 2022). Your letter must also include (1) your name and address; (2) a statement that you wish to be excluded from the Settlement Class; and (3) your signature. You must mail your exclusion request, postmarked no later than [60 Days after the Notice Deadline], to the following address:

[Insert Address]

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

A form to exclude yourself from the Settlement, also called opting-out of the Settlement, will be made available on the Settlement Website at [InsertWebsite].

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being resolved by this Settlement even if you do nothing.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

17. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file written notice with the Court stating that you object to the Settlement in *Summers v. Sea Mar Community Health Centers*, No. 22-2-00773-7 SEA (Wash. Super. Ct., King Cnty. filed Jan. 14, 2022), no later than [60 Days after the Notice Deadline]. Your objection should be filed with the Court, which you can do by mailing your objection and any supporting documents to the Superior Court for the State of Washington in and for King County at the following address:

[INSERT]

If you are represented by a lawyer, the lawyer may file your objection through the Court's e-filing system. If you are represented, you must include your lawyer's contact information in the objection.

The objection must be in writing and include the case name *Summers v. Sea Mar Community Health Centers*, No. 22-2-00773-7 SEA (Wash. Super. Ct., King Cnty. filed Jan. 14, 2022). Your objection must be personally signed by you and include, among other things, the following information: (1) your name, address, and telephone number; (2) all arguments, citations, and evidence supporting the grounds for your objection; (3) an explanation of the basis upon which

DRAFT DOCUMENT - PRIVILEGED

you claim to be a Settlement Class Member; (4) a statement indicating whether you are represented by counsel in connection with the objection, including the identity of your counsel and any agreements you have with counsel relating to your objection; (5) a list of all persons, if any, you will call to testify at the Final Approval Hearing in support of your objection; (6) all other class action settlements, if any, to which you or your counsel have filed an objection; (7) all other class actions, if any, in which you have been a named plaintiff or your counsel has been class counsel, including the case name, court, and docket number for each. In addition, if you wish to appear and be heard at the hearing on the fairness of the Settlement at the Final Approval Hearing, you or your attorney must say so in your written objection.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to both Class Counsel and Defendant’s lawyers at the addresses listed below, postmarked no later than **[60 Days after the Notice Deadline]**:

Class Counsel	Defense Counsel
<p>Thomas E. Loeser HAGENS BERMAN SOBOL SHAPIRO LLP 1301 Second Ave, Suite 2000 Seattle, WA 98101</p> <p>Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606</p> <p>John A. Yanchunis MORGAN & MORGAN COMPLEX LITIGATION GROUP 201 N Franklin Street, 7th Floor Tampa, FL 33602</p>	

Class Counsel will file their request for attorneys’ fees, costs, and expenses and Service Awards for the Class Representatives with the Court, which will also be posted on the Settlement Website, at **[InsertWebsite]**.

18. What’s the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on _____, 2022 at _____ in the courtroom of the Honorable Suzanne R. Parisien, King County Superior Court, 516 Third Ave., Courtroom W-355, Seattle, Washington, 98104. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Awards to the Class Representatives.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, [InsertWebsite], or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

21. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at [InsertWebsite] or by writing to [insert settlement administrator address].

23. How do I get more information?

Go to [INSERTWEBSITE], call [Insert toll-free number], email [insert settlement admin email] or write to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

Sea Mar Community Health Centers
Settlement Administrator
P.O. Box [INSERT]
[INSERT]

Summers v. Sea Mar Community Health Centers, No. 22-2-00773-7 SEA (Wash. Super. Ct., King Cnty. filed Jan. 14, 2022)

Court Approved Legal Notice

If you were a patient, employee, or guarantor of Sea Mar Community Health Centers in or before December 2020, you may be entitled to benefits from a class action settlement. The settlement relates to a data incident at Sea Mar Community Health Centers between December 2020 and March 2021.

A Washington State Court authorized this Notice.

This is not junk mail, an advertisement, or a solicitation from a lawyer.

[www.\[website\].com](http://www.[website].com)

Forwarding Service Requested

Postal Service: Please do not mark barcode
Claim No.:

[CLAIMANT INFO]

Unique ID No. [INSERT]

IMPORTANT MESSAGE FROM THE COURT: A Settlement has been reached in a class action lawsuit concerning Sea Mar Community Health Centers (“Defendant”) and a data incident (the “Data Incident”) that occurred between December 2020 and March 2021, when one or more unauthorized individuals accessed or potentially accessed information stored on Sea Mar Community Health Centers’ computer system, including names, addresses, dates of birth, Social Security numbers, medical and clinical treatment information, insurance information, and claims information.

Who is Included? The Settlement Class includes: All individuals whose personally identifiable information (“PII”) and/or protected health information (“PHI”) was subjected to the Data Incident, as confirmed by Defendant’s business records

What does the Settlement Provide? Please see the Settlement for full details. Generally, Settlement Class Members are eligible to receive the following relief: (1) up to \$2,500 in reimbursement for Ordinary Losses consisting of actual out-of-pocket losses, unreimbursed identity protection expenses, and \$30 an hour for up to 10 hours of time spent remediating the issues related to the Data Incident; (2) in the alternative to reimbursement for Ordinary Losses, a cash payment of up to \$100; (3) up to \$25,000 in reimbursement for documented Extraordinary Losses arising from financial fraud or identity theft; and (4) 36 months of IDX Identity Protection Services, an identity theft detection service provided by IDX, and 36 months of identity restoration services, also provided by IDX. The Settlement Administrator will post additional information about the payment amount on [InsertWebsiteLink]. Defendant has also agreed to enact (at its expense) reasonable and appropriate security enhancements identified in risk assessments to be performed in 2022 and 2023. For complete details, please see the Settlement Agreement, whose terms control, available at [InsertWebsiteLink]. **To be eligible to enroll in IDX Identity Protection Services, you are not required to do anything. A link with a redeemable code to be used directly with IDX Identity Protection Services is provided below.**

LINK

REDEMPTION CODE

Under the Settlement, the maximum total amount Defendant may be required to pay is four million four hundred thousand dollars (\$4,400,000.00). For full details, please review the Settlement Agreement. The Settlement is without an admission of liability.

How To Get Benefits: You must submit a Claim Form, available at [www.\[website\].com](http://www.[website].com). You will need the Unique ID number found on the front of this postcard under your contact information to submit a Claim Form. The Claim Form must be submitted at [www.\[website\].com](http://www.[website].com) on or before 11:59 p.m. (Pacific) on **Month DD, 2022**. Claims will be subject to a verification process.

Your Other Options. If you file a Claim Form, object to the Settlement, or do nothing, you will stay in the Settlement Class and be bound to its terms including its Release. You will be legally bound by all orders of the Court and you will not be able to start, continue or be part of any other lawsuit against Defendant or related parties about the Data Incident. If you do not want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **Month DD, 2022**. If you do not exclude yourself, you may object to the Settlement by **Month DD, 20YY**. Please see the Settlement for full details.

The Final Approval Hearing. The Court has scheduled a hearing for **Month DD, 2022**, to decide whether to approve the Settlement, attorneys’ fees, costs, and expenses, service awards; and any objections. You may or your attorney may speak about your objection at the hearing.

More Information. More information about your rights and options can be found in the Detailed Notice and Settlement Agreement available at [www.\[website\].com](http://www.[website].com)

**“OUT-OF-POCKET LOSSES” AND IDENTITY THEFT
PROTECTION AND RESTORATION SERVICES CLAIM FORM**

IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE RECEIVED ONLINE AT [INSERT WEBSITE] NO LATER THAN [INSERT DATE].

ATTENTION: This Claim Form is to be used to apply for relief related to the Data Incident that occurred between December 2020 and March 2021 and potentially affected patients, employees, and guarantors of Sea Mar Community Health Centers. There are two types of damages for which these individuals may be eligible: 1) for all Settlement Class Members, reimbursement of actual losses that are reasonably traceable to the Data Incident, including attested time, and 2) for all Settlement Class Members, 36 months of IDX Identity Protection Services, an identity theft protection service provided by IDX, and 36 months of identity restoration services, also provided by IDX.

*To submit a Claim, you must have been identified as a potential Settlement Class Member from Defendant Sea Mar Community Health Centers’ business records and received Notice of this Settlement with a **unique Claim Number**.*

*You may apply to be reimbursed for your Ordinary Losses and Extraordinary Losses. Ordinary Losses consist of actual out-of-pocket losses, up to \$2,500.00, and for time spent remedying identity theft or fraud, including misuse of personal information, credit monitoring or freezing credit reports at thirty dollars (\$30.00) for up to 10 hours. You may be reimbursed for 10 hours of lost time by attesting it was spent remedying the issues related to the Data Incident; otherwise, you will need to submit proof of your losses in order to be eligible. In the alternative to being reimbursed for your Ordinary Losses, you may simply make a claim for a cash payment of up to \$100. In addition, to the aforesaid benefits, you are also eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$25,000.00 per Settlement Class Member for documented monetary loss that is, inter alia, arising from financial fraud or identity theft. **PLEASE BE ADVISED** that any documentation you provide must be submitted **WITH** this Claim Form.*

*Note that you **MUST** separately apply for out-of-pocket losses, including attested time, using this claim form.*

***CLAIM VERIFICATION:** All Claims are subject to verification. You will be notified if additional information is needed to verify your Claim.*

***ASSISTANCE:** If you have questions about this Claim Form, please visit the Settlement website at [INSERT] for additional information or call [INSERT PHONE NUMBER].*

PLEASE KEEP A COPY OF YOUR CLAIM FORM AND PROOF OF MAILING FOR YOUR RECORDS.

Failure to submit required documentation, or to complete all parts of the Claim Form, may result in denial of the claim, delay its processing, or otherwise adversely affect the claim.

REGISTRATION

First Name:	MI:	Last Name:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Mailing Address:		
<input type="text"/>		
City:	State:	ZIP Code:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone Number:		

CLAIM INFORMATION

Section A. Confirm Your Eligibility

Did you receive a unique Claim Number indicating that you may be a member of the Settlement Class?

Yes No

If yes, continue to the next question. If no, you are not a member of the Settlement Class and do not qualify to file a Claim.

Did you suffer any financial expenses or other financial losses that you believe was as a result of the Data Incident or did you spend time remedying the issues related to the Data Incident? For example, did you sign up and pay for a credit monitoring service, hire and pay for a professional service to remedy identity theft, etc., or spend time monitoring credit, resolving disputes for unauthorized transactions, freezing or unfreezing your credit, remedying a falsified tax return, etc. as a direct result of or attributed to the Data Incident?

Yes No

*If yes, you may be eligible to fill out **Section B** of this form and provide corroborating documentation.*

Section B. Reimbursement for Ordinary Losses and Attested Lost Time

If you suffered verifiable financial losses that are reasonably traceable to the Data Incident or spent time remedying the issues related to the Data Incident, you may be eligible to receive a payment to compensate you for the losses and inconveniences suffered and lost time spent that are fairly traceable to the Data Incident.

*If it is verified that you meet all the criteria described in the Settlement Agreement, and you submit proof of your losses and the dollar amount of those losses, you will be eligible to receive a payment compensating you for your documented losses of up to **\$2,500.00**. Examples of what can be used to prove your losses include: receipts, account statements, etc. You may also prove losses by submitting information in the claim form that describes time spent remedying suspected identity theft, fraud, or misuse of personal information and/or other issues reasonably traceable to the Data Incident. You will be required to provide an attestation as to the time you spent remedying issues related to the Data Incident. If you submit this information, you will be eligible for a payment of up to \$30.00 per hour, for up to 10 hours. Examples of what can be used to account for your losses related to time spent remedying issues related to the Data Incident include: time spent monitoring credit, resolving disputes for unauthorized transactions, freezing or unfreezing your credit, remedying a falsified tax return, etc.*

Providing adequate proof of your losses does not guaranty that you will be entitled to receive the full amount claimed. All Claims will also be subject to an aggregate maximum payment amount, as explained in the Settlement Agreement. If the amount of losses claimed exceeds the maximum amount of money available under the Settlement Agreement, then the payment for your Claim will be reduced on a pro rata basis. If you would like to learn more, please review the Settlement Agreement for further details.

Payment for your losses will be paid directly to you electronically, unless you request to be paid by check as indicated below.

For each loss that you believe can be traced to the Data Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and the type of documentation you will be submitting to support the loss. **You must provide ALL this information for this Claim to be processed.** Supporting documents must be submitted electronically. Please do so as part of this Claim Form at **[Insert Website]** and provide the additional information required below. **If you fail to provide sufficient supporting documents, the Settlement Administrator will deny Your Claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator's privacy policy is available at **[Insert Website]**. With the exception of your Sea Mar Community Health Centers name, mailing address, email address, and phone number, supporting documentation will not be provided to Defendant in this action. Please do not directly communicate with Sea Mar Community Health Centers regarding this matter. All inquiries are to be sent to the Claims Administrator.

Examples of such losses include payments for identity theft protection or credit monitoring you made which are reasonably traceable to the Data Incident, financial losses due to stolen identity traceable to the Data Incident, etc. These are only examples and do not represent a complete list of losses eligible for compensation. Please provide a description of any loss that you claim was the result of the Data Incident.

Examples of documentation include receipts for identity theft protection services, etc.

Description of the Loss	Date of Loss	Amount	Type of Supporting Documentation
Example: Identity Theft Protection Service	07-17-20 MM DD YY	\$50.00	Copy of identity theft protection service bill
Example: Fees paid to a professional to remedy a falsified tax return	02-30-21 MM DD YY	\$25.00	Copy of the professional services bill
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	
	MM DD YY	\$ [] [] [] [] • [] []	

Reimbursement for Attested Time:

Settlement Class Members may submit a claim for up to 10 hours of time spent remedying identity theft, fraud, misuse of personal information, credit monitoring or freezing credit reports, and/or other issues reasonably traceable to the Data Incident at \$30.00 per hour. **Ten (10) hours of lost time may be reimbursed if you provide an attestation as to the time you spent remedying issues related to the Data Incident.**

If you spent time remedying issues related to the Data Incident, including at least one (1) full hour, please list the number of hours you spent here:_____.

By checking the below box, I hereby declare under penalty of perjury under the laws of the State of Washington that the information provided in this Claim Form to support my seeking relief for Attested Time (up to \$300.00) is true and correct.

- Yes, I understand that I am submitting this Claim Form and the affirmations it makes as to my seeking relief for Attested Time under penalty of perjury. I further understand that my failure to check this box may render my Claim for Attested Time null and void.**

Alternative Cash Payment

In the alternative to compensation for Ordinary Losses and Attested Lost Time, Class Members may simply make a claim for a cash payment of one hundred dollars (\$100.00).

By checking the below box, I choose a cash payment of \$100.00 in the alternative to compensation for Ordinary Losses and Attested Lost Time.

- Yes, I choose a cash payment of \$100.00 in the alternative to compensation for Ordinary Losses and Attested Lost Time.**

Compensation for Extraordinary Losses

In addition to compensation for Ordinary Losses and Attested Lost Time (or the Alternative Cash Payment), you are also eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$25,000.00 for documented monetary loss that is, *inter alia*, arising from financial fraud or identity theft if:

- (1) The loss is an actual, documented, and unreimbursed monetary loss;
- (2) The loss is more likely than not caused by the Data Incident;
- (3) The loss occurred during the period from December 1, 2020, through and including the end of the applicable claims period;
- (4) The loss is not already covered as an “Ordinary Loss” as described above; and
- (5) You provide documentation that you made reasonable efforts to avoid, or seek reimbursement for, the losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

For each loss that you believe is more likely than not caused by the Data Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and the type of documentation you will be submitting to support the loss. **You must provide ALL this information for this Claim to be processed.** Supporting documents must be submitted electronically. Please do so as part of this Claim Form at [\[Insert Website\]](#) and provide the additional information required below. **If you fail to provide sufficient supporting documents, the Settlement Administrator will deny Your Claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator’s privacy policy is available at [\[Insert Website\]](#). With the exception of your Sea Mar Community Health Centers name, mailing address, email address, and phone number, supporting documentation will not be provided to Defendant in this action. Please do not directly communicate with Sea Mar Community Health Centers regarding this matter. All inquiries are to be sent to the Claims Administrator.

Description of the Loss	Date of Loss	Amount	Type of Supporting Documentation																								
Example: Unauthorized credit card charge	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">0</td><td style="text-align: center;">7</td><td style="text-align: center;">-</td><td style="text-align: center;">1</td><td style="text-align: center;">7</td><td style="text-align: center;">-</td><td style="text-align: center;">2</td><td style="text-align: center;">0</td> </tr> <tr> <td style="text-align: center;">MM</td><td></td><td></td><td style="text-align: center;">DD</td><td></td><td></td><td style="text-align: center;">YY</td><td></td> </tr> <tr> <td style="text-align: center;">MM</td><td></td><td></td><td style="text-align: center;">DD</td><td></td><td></td><td style="text-align: center;">YY</td><td></td> </tr> </table>	0	7	-	1	7	-	2	0	MM			DD			YY		MM			DD			YY		\$50.00	Letter from Bank
0	7	-	1	7	-	2	0																				
MM			DD			YY																					
MM			DD			YY																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">[]</td><td style="text-align: center;">[]</td><td style="text-align: center;">-</td><td style="text-align: center;">[]</td><td style="text-align: center;">[]</td><td style="text-align: center;">-</td><td style="text-align: center;">[]</td><td style="text-align: center;">[]</td> </tr> <tr> <td style="text-align: center;">MM</td><td></td><td></td><td style="text-align: center;">DD</td><td></td><td></td><td style="text-align: center;">YY</td><td></td> </tr> </table>	[]	[]	-	[]	[]	-	[]	[]	MM			DD			YY		\$ [] [] [] [] • [] []									
[]	[]	-	[]	[]	-	[]	[]																				
MM			DD			YY																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">[]</td><td style="text-align: center;">[]</td><td style="text-align: center;">-</td><td style="text-align: center;">[]</td><td style="text-align: center;">[]</td><td style="text-align: center;">-</td><td style="text-align: center;">[]</td><td style="text-align: center;">[]</td> </tr> <tr> <td style="text-align: center;">MM</td><td></td><td></td><td style="text-align: center;">DD</td><td></td><td></td><td style="text-align: center;">YY</td><td></td> </tr> </table>	[]	[]	-	[]	[]	-	[]	[]	MM			DD			YY		\$ [] [] [] [] • [] []									
[]	[]	-	[]	[]	-	[]	[]																				
MM			DD			YY																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">[]</td><td style="text-align: center;">[]</td><td style="text-align: center;">-</td><td style="text-align: center;">[]</td><td style="text-align: center;">[]</td><td style="text-align: center;">-</td><td style="text-align: center;">[]</td><td style="text-align: center;">[]</td> </tr> <tr> <td style="text-align: center;">MM</td><td></td><td></td><td style="text-align: center;">DD</td><td></td><td></td><td style="text-align: center;">YY</td><td></td> </tr> </table>	[]	[]	-	[]	[]	-	[]	[]	MM			DD			YY		\$ [] [] [] [] • [] []									
[]	[]	-	[]	[]	-	[]	[]																				
MM			DD			YY																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">[]</td><td style="text-align: center;">[]</td><td style="text-align: center;">-</td><td style="text-align: center;">[]</td><td style="text-align: center;">[]</td><td style="text-align: center;">-</td><td style="text-align: center;">[]</td><td style="text-align: center;">[]</td> </tr> <tr> <td style="text-align: center;">MM</td><td></td><td></td><td style="text-align: center;">DD</td><td></td><td></td><td style="text-align: center;">YY</td><td></td> </tr> </table>	[]	[]	-	[]	[]	-	[]	[]	MM			DD			YY		\$ [] [] [] [] • [] []									
[]	[]	-	[]	[]	-	[]	[]																				
MM			DD			YY																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">[]</td><td style="text-align: center;">[]</td><td style="text-align: center;">-</td><td style="text-align: center;">[]</td><td style="text-align: center;">[]</td><td style="text-align: center;">-</td><td style="text-align: center;">[]</td><td style="text-align: center;">[]</td> </tr> <tr> <td style="text-align: center;">MM</td><td></td><td></td><td style="text-align: center;">DD</td><td></td><td></td><td style="text-align: center;">YY</td><td></td> </tr> </table>	[]	[]	-	[]	[]	-	[]	[]	MM			DD			YY		\$ [] [] [] [] • [] []									
[]	[]	-	[]	[]	-	[]	[]																				
MM			DD			YY																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">[]</td><td style="text-align: center;">[]</td><td style="text-align: center;">-</td><td style="text-align: center;">[]</td><td style="text-align: center;">[]</td><td style="text-align: center;">-</td><td style="text-align: center;">[]</td><td style="text-align: center;">[]</td> </tr> <tr> <td style="text-align: center;">MM</td><td></td><td></td><td style="text-align: center;">DD</td><td></td><td></td><td style="text-align: center;">YY</td><td></td> </tr> </table>	[]	[]	-	[]	[]	-	[]	[]	MM			DD			YY		\$ [] [] [] [] • [] []									
[]	[]	-	[]	[]	-	[]	[]																				
MM			DD			YY																					

	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> MM DD YY	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/>	
	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> MM DD YY	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/>	
	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> MM DD YY	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/>	
	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> MM DD YY	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/>	

Section C. Payment

You will receive payment for your losses under this Settlement electronically. If you do not wish to receive an electronic payment, payment for your losses will be paid in the form of a check sent to the mailing address you provided above.

Please check the box if you **do not** want to receive your payment electronically:

If you wish to receive an electronic payment, you may receive it in the following manners:

[Settlement Administrator to provide for electronic payment manners and instructions]

Section D. Settlement Class Member Affirmation

By submitting this Claim Form and checking the box below, I declare that I received notification from Sea Mar Community Health Centers that I have been identified as a potential Settlement Class Member. As I have submitted claims of losses due to the Data Incident, I declare that I suffered these losses.

I understand that my Claim and the information provided above will be subject to verification.

I also understand that I may not be entitled to recover under this Settlement if I am employed by and/or affiliated with the Judge or Magistrate presiding over this action, and/or am employed by the Defendants or anyone acting on their behalf.

By submitting this Claim Form, I certify that any documentation that I have submitted in support of my Claim consists of unaltered documents in my possession.

Yes, I understand that my failure to check this box may render my Claim null and void.

Please include your name in both the Signature and Printed Name fields below.

Signature:

Date: - -
MM DD YY

Printed Name:

IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE RECEIVED ONLINE AT [INSERT WEBSITE] NO LATER THAN [120 days after the Notice Deadline].

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

JEFFRIE ALAN SUMMERS II,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SEA MAR COMMUNITY HEALTH
CENTERS,

Defendant.

No. No. 2:22-cv-00183-BJR

**DECLARATION OF GARY M. KLINGER IN SUPPORT OF
PLAINTIFF’S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

I, Gary Klinger, being competent to testify, make the following declaration based on my personal knowledge, and where stated, upon information and belief. I declare:

1. I am a partner in the law firm Milberg Coleman Bryson Phillips Grossman, PLLC (“Milberg”), and am one of the lead attorneys for Plaintiff and the proposed Class in this matter. I also represent the plaintiff in *Hall v. Sea Mar Community Health Centers*, No. 21-2-15130-9 SEA. Plaintiff Hall is a proposed Settlement Class Representative. I submit this declaration in support of Plaintiff’s unopposed motion for preliminary approval of class action settlement. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration, and could testify competently to them if called upon to do so.

Counsel Qualifications

2. Mr. Klinger is a Partner at the international plaintiffs’ class action firm Milberg. Since Milberg’s founding in 1965, it has repeatedly taken the lead in landmark cases that have set groundbreaking legal precedents, prompted changes in corporate governance, and recovered over

\$50 billion in verdicts and settlements.¹ Milberg has been instrumental in obtaining precedent setting decisions at every level, including at the United States Supreme Court.² The firm pioneered federal class action litigation and is widely recognized as a leader in defending the rights of victims of corporate and other large-scale wrongdoing. Milberg has more than 80 attorneys and has offices across the U.S. and the European Union.

3. As a Partner at Milberg, Mr. Klinger has extensive experience serving as leadership in numerous privacy class actions, including data breaches, and other complex class actions.

4. Mr. Klinger is one of the most well-known and respected data privacy attorneys in the United States. He is a Certified Information Privacy Professional (CIPP/US) and presently pursuing his Masters of Laws (LLM) in Data Privacy and Cybersecurity from the University of Southern California Gould School of Law.

5. He has settled more than forty class actions involving privacy violations, the majority of which are data breaches, as lead or co-lead counsel. He is presently litigating more than one hundred class action cases across the country involving privacy violations.

6. In the last two years alone, Mr. Klinger settled on a class-wide basis, preliminarily or finally, more than 25 privacy class actions, the majority of which were data breaches, where he served as lead or co-lead counsel.

7. Mr. Klinger recently obtained final approval of a class-wide settlement valued at \$17.6 million for a major data breach class action involving more than six million consumers. *See Carrera Aguallo v. Kemper Corp.*, Case No. 1:21-cv-01883 (N.D. Ill. Oct. 27, 2021) (where Mr.

¹ *See, e.g., In re Tyco International Ltd., Securities Litigation*, MDL 1335 (D.N.H.) (serving as lead counsel and obtaining approval of \$3.2 billion settlement); *In re Prudential Insurance Co. Sales Practice Litigation*, No. 95-4704 (D.N.J.) (serving as lead counsel and recovering more than \$4 billion for policyholders); *see also* <https://milberg.com/outstanding-recoveries/>.

² *See* <https://milberg.com/precedent-setting-decisions/page/3/>.

Klinger served as one of 3 court appointed co-lead counsel). In addition, Mr. Klinger recently reached a class-wide settlement for \$11 million for a major data breach involving more than 4 million consumers. *See Heath v. Insurance Technologies Corp.*, No. 21-cv-01444 (N.D. Tex.). Mr. Klinger presently serves as one of two Court-appointed Lead Counsel in the data breach case *In re Canon U.S.A. Data Breach Litig.*, No. 1:20-cv-06239-AMD-SJB (S.D.N.Y. filed Dec. 23, 2020). Mr. Klinger was also appointed Co-Lead Counsel in the data breach case of *In re: Herff Jones Data Breach Litigation*, Master File No. 1:21-cv-1329-TWP-DLP (S.D. Ind.), which involves approximately one million class members and has settled on a class-wide basis for \$4.35 million. Mr. Klinger further serves as co-lead counsel in the consolidated data breach litigation styled *In Re: CaptureRx Data Breach Litigation*, No. 5:21-cv-00523-OLG (W.D. Tex.), which involves more than 2.4 million class members and has settled on a class-wide basis for \$4.75 million. Mr. Klinger also serves as appointed co-lead counsel to represent more than 3 million class members in another major data breach class action in the Seventh Circuit. See *In re Arthur J. Gallagher Data Breach Litigation*, No. 1:21-cv-04056 (N.D. Ill.).

8. Simply put, Mr. Klinger and the attorneys at his law firm have substantial experience handling data security and data privacy cases like this one, including some of the largest data privacy litigation in the United States. *See, e.g., Baksh v. Ivy Rehab Network, Inc.*, No. 7:20-cv-01845-CS (S.D.N.Y. Jan. 27, 2021) (Class Counsel in a data breach class action settlement involving 125,000 individuals with a settlement value of \$12.8 million; Final Approval granted); *Mowery v. Saint Francis Healthcare Sys.*, No. 1:20-cv-00013-SRC (E.D. Mo. Dec. 22, 2020) (appointed Class Counsel; settlement value of over \$13 million); *Jackson-Battle v. Navicent Health, Inc.*, No. 2020-CV-072287 (Ga. Super. Ct. Bibb Cnty. filed Apr. 29, 2020) (appointed Class Counsel in data breach case involving 360,000 patients; settlement valued at over \$72

million); *Chatelain v. C, L & W PLLC*, No. 50742-A (Tex. 42d Dist. Ct. Taylor Cnty. filed Apr. 28, 2020) (appointed Class Counsel; settlement valued at over \$7 million).

9. Mr. Klinger has also successfully litigated privacy class actions through class certification. In *Karpilovsky v. All Web Leads, Inc.*, No. 17 C 1307, 2018 WL 3108884, at *1 (N.D. Ill. June 25, 2018), Mr. Klinger certified, over objection, a nationwide privacy class action involving more than one million class members. *Id.*

10. My partners and I have been appointed class counsel in a number of data breach or data privacy cases, including, but not limited to, the following:

- a. *Baksh v. Ivy Rehab Network, Inc.*, Case No. 7:20-cv-01845-CS (S.D. N.Y.) (class counsel in a data breach class action settlement; final approval granted);
- b. *In re: GE/CBPS Data Breach Litigation*, 1:2020-cv-02903, Doc. 35 (S.D.N.Y.) (appointed co-lead counsel in nationwide class action);
- c. *Mowery et al. v. Saint Francis Healthcare System*, Case No. 1:20-cv-00013-SRC (E.D. Mo.) (appointed class counsel; final approval granted);
- d. *Chatelain et al. v. C, L and W PLLC d/b/a Affordacare Urgent Care Clinics*, Case No. 50742-A (42nd District Court for Taylor County, Texas) (appointed class counsel; settlement valued at over \$7 million; final approval granted);
- e. *Bailey v. Grays Harbor County Public Hospital District et al.*, Case No. 20-2-00217-14 (Grays Harbor County Superior Court, State of Washington) (appointed class counsel in hospital data breach class action involving approximately 88,000 people; final approval granted);
- f. *Nelson, et al. v. Idaho Central Credit Union*, No. CV03-20-00831 (Bannock County, Idaho) (Mr. Klinger appointed co-lead counsel in data breach class action involving 17,000 class members; granted final approval of settlement valued at \$3.3 million);
- g. *In Re: Canon U.S.A. Data Breach Litigation*, Master File No. 1:20-cv-06239-AMD-SJB (E.D.N.Y.) (Mr. Klinger appointed co-lead counsel);
- h. *Richardson v. Overlake Hospital Medical Center et al.*, Case No. 20-2-07460-8 SEA (King County Superior Court, State of Washington (Mr. Klinger, Mr. Lietz, and Ms. Perry appointed class counsel in data breach case; final approval granted);

- i. *Kenney et al. v. Centerstone of America, Inc. et al.*, Case No. 3:20-cv-01007-EJR (M.D. Tenn.) (Mr. Klinger and Mr. Lietz appointed lead class counsel; final approval granted August 9, 2021);
- j. *Klemm et al. v. Maryland Health Enterprises, Inc. D/B/A Lorien Health Services*, C-03-CV-20-002899 (Circuit Court for Baltimore County, Maryland) (appointed Settlement Class Counsel, preliminary approval granted);
- k. *Suren et al. v. DSV Solutions, LLC*, Case No. 2021CH000037 (Circuit Court for the Eighteenth Judicial Circuit of DuPage County, Illinois) (Mr. Klinger appointed Settlement Class Counsel, final approval granted September 27, 2021);
- l. *Aguallo et al v. Kemper Corporation et al.*, Case No. 1:21-cv-01883 (N.D. Ill.) (Mr. Klinger appointed Settlement Class Counsel, preliminary approval granted of \$17.1 million class settlement);
- m. *Martinez et al. v. NCH Healthcare System, Inc.*, Case No. 2020-CA-000996 (Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida) (Mr. Lietz appointed Settlement Class Counsel; final approval granted);
- n. *Carr et al. v. Beaumont Health et al.*, Case No. 2020-181002-NZ (Circuit Court for the County of Oakland, Michigan) (Mr. Lietz appointed co-class counsel in data breach case involving 112,000 people; final approval granted October 2021);
- o. *Cece et al. v. St. Mary's Health Care System, Inc. et al.*, Civil Action No. SU20CV0500 (Superior Court of Athens-Clarke County, Georgia) (appointed Settlement Class Counsel with Danielle L. Perry in data breach case involving 55,652 people; preliminary approval granted December 2021);
- p. *In re: Herff Jones Data Breach Litigation*, Master File No. 1:21-cv-1329-TWP-DLP (S.D. Ind.) (Mr. Klinger appointed co-lead counsel in data breach involving over 1 million persons; preliminary approval granted January 2022);
- q. *In Re: CaptureRx Data Breach Litigation*, No. 5:21-cv-00523-OLG (W.D. Tex.) (Mr. Klinger appointed co-lead counsel in data breach case involving over 2.4 million class members; settlement pending);
- r. *In re Arthur J. Gallagher Data Breach Litigation*, No. 1:21-cv-04056 (N.D. Ill.) (Mr. Klinger appointed co-lead counsel in data breach case involving over 3 million class members).

11. In addition to concentrating my practice on class action litigation involving consumer, privacy, and product liability matters, I also make substantial efforts to stay apprised of the current law on these issues. In recent years, I have attended various legal training seminars and

conferences such as the driTM conference for Class Actions, Mass Torts Made Perfect, Mass Torts Puerto Rico, The Consumer Rights Litigation Conference and Class Action Symposium, as well as attended various seminars offered by Strafford on class action issues.

12. I graduated from the University of Illinois at Urbana-Champaign in 2007 (B.A. Economics), and from the University of Illinois College of Law in 2010 (J.D., cum laude). While at the U of I College of Law, I was a member of, and ultimately appointed as the Executive Editor for, the Illinois Business Law Journal. My published work includes: The U.S. Financial Crisis: Is Legislative Action the Right Approach? Ill. Bus. L. J. (Mar. 2, 2009).

13. I became licensed to practice law in the State of Illinois in 2010, and am a member of the Trial Bar for the Northern District of Illinois as well as the U.S. Bankruptcy Court for the Northern District of Illinois. Additionally, I am admitted to practice in federal courts across the country, including, but not limited to, the U.S. District Courts for the District of Colorado, the Central District of Illinois, the Northern District of Illinois, Northern District of Indiana, Southern District of Indiana, Eastern District of Michigan and the Eastern District of Texas.

14. My years of experience representing individuals in complex class actions—including data breach actions—contributed to an awareness of Plaintiffs’ settlement leverage, as well as the needs of Plaintiffs and the proposed Settlement Class. I believe that our clients would ultimately prevail in the litigation on a class-wide basis. However, I am also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation with the attendant risk of drawn-out appeals.

15. I believe that the Settlement is fair, reasonable, and adequate, and provides substantial benefits for Plaintiff and Settlement Class Members.

16. My years of experience representing individuals in complex class actions—including data breach actions—contributed to an awareness of Plaintiff’s settlement leverage, as well as the needs of Plaintiffs and the proposed Settlement Class and Subclass. I believe that our clients would ultimately prevail in the litigation on a class-wide basis. However, I am also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation with the attendant potential risk of drawn out appeals. It is my individual opinion, and that of my co-counsel, based on our substantial experience, that the settlement provides significant relief to the Members of the Class and warrants the Court’s preliminary approval.

17. In the sections that follow, I will detail the hard-fought negotiations that resulted in the Agreement now before the Court for preliminary approval. As described below, the Settlement provides significant relief to Members of the Class and I strongly believe that it is favorable for the Settlement Class. It is, in the opinion of the undersigned, fair, reasonable, adequate, and worthy of preliminary approval.

History of Negotiations

18. Shortly, after the lawsuit was filed, on behalf of Plaintiff in the *Hall* action, I served Sea Mar with formal written discovery related to the merits of Plaintiff’s claims, potential defenses thereto and class certification.

19. Defendant responded to the written discovery requests and produced responsive documents.

20. Shortly thereafter, the Settling Parties³ began to explore resolution through their counsel. The negotiations were conducted at arm’s length and with the assistance of a highly

³ The Settling Parties consists of Defendant Sea Mar, the Plaintiff in this action (*Summers*), and the plaintiff in *Hall v. Sea Mar Community Health Centers*, No. 21-2-15130-9 SEA. Plaintiff Hall is a proposed Settlement Class Representative.

skilled mediator and former federal Magistrate Judge the Honorable Wayne R. Andersen (Ret.) of JAMS. The Settling Parties ultimately agreed to an all day mediation with Judge Andersen (Ret.) of JAMS.

21. Prior to the mediation, the Parties exchanged lengthy mediation briefs where they addressed the strength of weaknesses of each party's claims and defenses both on the merits and class certification.

22. Following extensive arm's length settlement negotiations conducted through Judge Andersen that included an unsuccessful mediation session on March 29, 2022, followed by continued negotiations over the next weeks, and culminating in a mediator's proposal which the Parties accepted, the Parties reached a resolution that—if approved—will resolve all pending litigation and provide adequate relief.

23. This proposed class encompasses approximately 1.2 million Class Members. Notably, of the 1.2 million Class Members, less than 165,000 Class Members potentially had their Social Security Numbers compromised in the Data Breach, according to Defendant's investigation.

24. The Settlement requires Sea Mar to pay \$4.4 million into a non-reversionary common fund created by the Settlement Administrator and funded by Sea Mar This fund will be used to fund (a) Settlement Payments or Settlement Checks, (b) IDX Protection services, (c) Settlement Administration Costs, (d) Service Awards to Named Plaintiffs, and (e) Attorney's Fees. I, along with my co-counsel, believe the \$4.4 million fund will be more than ample to accommodate the amounts drawn from it.

25. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Representative Plaintiffs, until after the substantive terms of the settlement, i.e., the class relief, had been agreed upon.

26. Proposed class counsel, including myself, strongly endorse this Settlement. Notably, without our endorsement comes decades of combined experience as vigorous class action litigators and are well suited to advocate on behalf of the class. *See also* the Firm Resumes of Morgan & Morgan Complex Litigation Group, Hagens Berman Sobol Shapiro LLP, and Milberg Coleman Bryson Phillips Grossman PLLC attached as **Exhibits C-E** to the Motion for Preliminary Approval.

Attorneys' Fees, Costs, and Plaintiffs' Service Awards

27. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Representative Plaintiffs, until after the substantive terms of the settlement had been agreed upon, other than that the Settlement Fund would include the payment of reasonable attorneys' fees, costs, expenses, and a service award to Representative Plaintiffs as may be agreed to by Sea Mar and Proposed Settlement Class Counsel and/or as ordered by the Court.

28. Sea Mar understands that Settlement Class Counsel intends to present to the Court a request for attorneys' fees in the amount of (30%) of the Settlement Fund (\$1,320,000.00) plus litigation costs and expenses not to exceed \$30,000.00, as approved by the Court all of which is to be paid from the Settlement Fund.

29. The Settlement Agreement also provides for a reasonable service award to each Settlement Class Representative in the amount of \$2,500, subject to Court approval and to be paid from the Settlement Fund.

30. Settlement Class Representatives and Settlement Class Counsel will seek the Court's approval of the requested attorneys' fees, costs and service award through separate motion.

* * * * *

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct, and that this declaration was executed in Chicago, IL on this 11th day of May, 2022.

Gary M. Klinger

Gary Klinger
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

Exhibit D



Morgan & Morgan is a leading civil trial law firm representing consumers and commercial clients nationwide. With over 800 lawyers, and more than 3,000 non-lawyer employees, Morgan & Morgan is the largest plaintiffs' firm in the nation. Morgan & Morgan maintains over offices throughout the United States. Among its lawyers are former state attorney generals and present and former members of various state legislatures.

Morgan & Morgan has a dedicated Complex Litigation Group staffed with lawyers, paralegals, and retired FBI agents serving as investigators committed to representing consumers in complex litigation, MDL proceedings and class action cases throughout the country. It has achieved many remarkable results in class litigation, including the settlement of *In re Black Farmers Discrimination Litigation*, no. 08-0511 (D.C. Oct. 27, 2017), where one of its partners served as co-lead. The case resulted in a settlement with the United States Government in the amount of \$1.2 billion for African American farmers who had been systematically discriminated against on the basis of race, in violation of the Fifth Amendment to the United States Constitution, the Equal Credit Opportunity Act, Title VI of the Civil Rights Act, and the Administrative Procedure Act. Morgan & Morgan has assembled a talented team of lawyers:

John A. Yanchunis leads the class action section of the law firm. His practice—which began after completing a two-year clerkship with United States District Judge Carl O. Bue, Jr., S. D. Tex.—has concentrated on complex litigation and spans over 40 years, including consumer class actions for more than two-thirds of that time. As a result of his extensive experience in class litigation, including privacy and data-breach litigation, he regularly lectures nationally and internationally at seminars and symposiums regarding class litigation and privacy litigation.

He has served as lead, co-lead, and class counsel in numerous national class actions, including multi-district litigation, involving a wide range of subjects affecting consumers, including antitrust, defective products, life insurance, annuities, and deceptive and unfair acts and practices. In 2014, he was recognized by the National Law Journal as a trailblazer in the area of privacy litigation, and in 2020, he was recognized by LAW 360 for the second year in a row as one of 4 MVPs in the United States in the area of privacy and cyber security litigation. For his work in the area of privacy litigation, he was awarded lawyer of the year in the state of Florida

by The Daily Business Review.

As a result of his experience in insurance and complex litigation, beginning in 2005, he was selected by Tom Gallagher, the Chief Financial Officer for the state of Florida and a member of the Florida Cabinet, to serve as lead counsel for the Florida Department of Financial Services and the Florida Department of Insurance Regulation (the insurance regulators of Florida) in their investigations of the insurance industry on issues concerning possible antitrust activity and other possible unlawful activities regarding the payment of undisclosed compensation to insurance brokers. He served as lead regulator counsel and worked with a core group of state Attorneys General from the National Association of Attorneys General, which were selected to conduct the investigations. The insurance regulator for Florida was the only insurance regulator in the group. The litigation that was filed and the related investigations netted millions of dollars in restitution for Florida consumers and resulted in significant changes in the way commercial insurance is sold in Florida and across the country.

During his career, he has tried numerous cases in state and federal courts, including one of the largest and longest insurance coverage cases in U.S. history, which was filed in 1991 by the Celotex Corporation and its subsidiary, Carey Canada, Inc. During the seventeen years the case pended, he served as lead counsel for several insurance companies, regarding coverage for asbestos and environmental claims. The case was tried in three phases over several years beginning in 1992. He was also lead counsel for these parties in the subsequent appeals that followed a judgment in favor of his clients.

Mr. Yanchunis began his work in privacy litigation in 1999 with the filing of *In re Doubleclick Inc. Privacy Litigation*, 154 F. Supp. 2d 497 (S.D.N.Y. 2001), alleging privacy violations based on the placement of cookies on hard drives of internet users. Beginning in 2003, he served as co-Lead Counsel in the successful prosecution and settlement of privacy class action cases involving the protection of privacy rights of more than 200 million consumers under the Driver's Protection Privacy Act (DPPA) against the world's largest data and information brokers, including Experian, R.L. Polk, Acxiom, and Reed Elsevier (which owns Lexis/Nexis). See *Fresco v. Automotive Directions, Inc.*, No. 03-61063-JEM (S.D. Fla.), and *Fresco v. R.L. Polk*, No. 07-cv-60695-JEM (S.D. Fla.). Subsequently, I also served as co-Lead Counsel in the DPPA class cases, *Davis v. Bank of America*, No. 05-cv-80806 (S.D. Fla.) (\$10 million class settlement), and *Kehoe v. Fidelity Fed. Bank and Trust*, No. 03-cv-80593 (S.D. Fla.) (\$50 million class settlement).

He has been appointed and served in leadership positions a number of multidistrict litigation in the area of privacy and data breaches: *In re: Capital One Consumer Data Security Breach Litigation*, No. 1:19-MD-2915-AJT (E.D. Va.) (settlement for \$190,000,000 preliminarily approved) *In re Yahoo! Inc. Customer Data Security Breach Litigation*, No. 5:16-MD-02752-

LHK (N.D. Cal.) (“Yahoo”) (Lead Counsel) (Court approved \$117,500,000.00 common fund settlement for approximately 194 million US residents and 270,000 Israeli citizens); *In re The Home Depot, Inc. Consumer Data Sec. Data Breach Litig.*, No. 1:14-md-02583-TWT (N.D. Ga.) (co-Lead Counsel) (final judgment entered approving a settlement on behalf of a class of 40 million consumers with total value of \$29,025,000); *In Re: Equifax, Inc. Customer Data Security Breach Litigation*, 1:17-md-2800-TWT (N.D. Ga.) (member of the Plaintiffs’ Steering Committee) (final judgment entered approving \$380.5 million fund for 145 million consumers); *In re: U.S. Office of Personnel Management Data Security Breach Litigation*, 1:15-mc-01394-ABJ (D.D.C.) (“OPM”) (member of the Executive Committee) (motion for preliminary approval of a \$60,000,000 common fund); *In re Target Corp. Customer Data Sec. Breach Litig.*, MDL No. 2522 (D. Minn.) (Executive Committee member) (final judgment approving a settlement on behalf of a class of approximately 100 million consumers).

His court-appointed leadership experience in non-MDL, data breach class actions is likewise significant, and to just name a few : *Schmidt, et al., v. Facebook, Inc.*, No. 3:18-cv-05982 (N.D. Cal.) (Co-Lead Counsel) (“Facebook”) (class certified for 8 million residents , subsequently settlement of the class was approved by the court); *Walters v. Kimpton Hotel & Restaurant*, No. 3:16-cv-05387 (N.D. Cal.) (“Kimpton”) (Lead Counsel) (class action settlement final approval order entered July 11, 2019); and *In re: Arby’s Restaurant Group, Inc. Data Security Litigation*, Nos. 1:17-cv-514 and 1:17-cv-1035 (N.D. Ga.) (co-Liaison Counsel) (final approval of a class settlement entered June 6, 2019); and *Jackson, et al., v. Wendy’s International, LLC*, No. 6:16-cv-210-PGB (M.D. Fla.) (final approval of a class settlement entered February 26, 2019); *Henderson v. Kalispell Regional Healthcare*, No. CDV-19-0761 (Montana Eighth Judicial Court – Cascade County) (final approval of class settlement entered January 5, 2021); *In re: Citrix Data Breach Litigation*, No. 19-cv-61350 (S.D. Fla.) (preliminary approval of class action settlement entered on January 26, 2021); *Kuss v. American HomePatient, Inc., et al.*, 18-cv-2348 (M.D. Fla.) (final approval of class action settlement entered on August 13, 2020); *Fulton-Green v. Accolade, Inc.*, 18-cv-274 (E.D. Pa.) (final approval of class action settlement entered September 23, 2019); *Nelson v. Roadrunner Transportation Systems, Inc.*, 18-cv-7400 (N.D. Ill.) (final approval of class action settlement entered September 15, 2020).

His experience in these major data breach matters extends far beyond simply briefing threshold issues and negotiating settlements. Rather, he has personally deposed dozens of corporate representatives, software engineers, cyber professionals and CISOs in major data breach cases such as Capital One, Yahoo, Kimpton, and Facebook. In addition, he has defended experts used in these cases and also deposed defense liability and damage experts.

Presently he leads his firm’s efforts in two major class cases pending against Google for data misuse.

As result of his experience in the area of class litigation and ethics, he has served as an expert for The Florida Bar on ethical issues arising in class action litigation. He is a frequent lecturer on privacy and class litigation nationally and internationally, including at international conferences, having presented at the University of Haifa's 2019 Class Action Conference, in Haifa, Israel, attended by lawyers, judges and law professors from around the world. In 2020 he lectured on data privacy in Mexico, and in November 2020 and 2021 he presented on class action issues to an international group of lawyers, judges and professors at a symposium in London sponsored by the London Law Society. He is schedule to speak on class action issues in 2022 at two different symposiums in Amsterdam, and two seminars on privacy and cyber security issues in the United States .

While at the University of Florida Mr. Yanchunis was a member of Florida Blue Key and Omicron Delta Kappa. He received his Juris Doctor degree from the South Texas College of Law in 1980, where he graduated magna cum laude. During law school, Mr. Yanchunis was a member of the Order of the Lytae, Associate Editor-in-Chief and Technical Editor of the South Texas Law Journal.

Michael F. Ram. Mr. Ram is a consumer class action lawyer with 40 years of experience. He graduated cum laude from Harvard Law School in 1982. He has co-tried several class action trials and frequently lectures on class trials. In 1992 he was a co-recipient of the Trial Lawyer of the Year Award given by Trial Lawyers for Public Justice for *National Association of Radiation Survivors v. Walters* No. 83-c-1861 (N.D. Cal.) (tried to class-wide judgment on remand from Supreme Court).

From 1993 through 1997, Mr. Ram was a partner with Lief, Cabraser, Heimann and Bernstein where he represented plaintiffs in several major class actions, including: *Cox v. Shell*, Civ. No 18,844 (Obion County Chancery Court, Tenn.) national class of six million owners of property with defective polybutylene plumbing systems; *In re Louisiana-Pacific Inner-Seal Litigation*, No. 95-cv-879 (D. Oregon) (co-lead counsel) national class of homeowners with defective siding; *ABS Pipe Litigation*, Cal. Judicial Council Coordination Proceeding No. 3126 (Contra Costa County) national class of homeowners.

In 1997, Mr. Ram founded Levy, Ram & Olson which became Ram & Olson and then Ram, Olson, Cereghino & Kopczynski. He was co-lead counsel in many consumer class actions including a national class of half a million owners of dangerous glass pane gas fireplaces in *Keilholtz et al. v. Superior Fireplace Company*, No. 08-cv-00836 (N.D. Cal. 2008). He was co-lead counsel for plaintiffs in *Chamberlan v. Ford Motor Company*, No. 03-cv-2628 (N.D. Cal.), a class action involving defective intake manifolds that generated four published opinions, including

one by the Ninth Circuit, 402 F.3d at 950, and settled one court day before the class trial. He was also co-counsel for plaintiffs in a number of other consumer class actions, including: *In re General Motors Corp. Product Liability Lit.* MDL. No. 1896 (W.D. Wash.) (defective speedometers); *Richison v. American Cemwood Corp.*, San Joaquin Superior Court Case No. 005532 (defective Cemwood Shakes); *Williams v. Weyerhaeuser*, San Francisco Superior Court Case No. 995787 (defective hardboard siding); *Naef v. Masonite*, Mobile County, Alabama Circuit Court Case No. CV-94-4033 (defective hardboard siding on their homes); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998) (approving class action settlement); *McAdams v. Monier, Inc.* (2010) 182 Cal. App. 4th 174 (reversing denial of class certification in consumer class action involving roof tiles); *Gardner v. Stimson Lumber Co.* (King County Wash. No. 2-17633-3-SEA) (defective siding); *Rosenberg v. U-Haul* (Santa Cruz Superior Ct. No. CV-144045 (certified consumer class action for false and deceptive conduct; tried successfully to judgment); *In re Google Buzz User Privacy Litigation*, No. 10-cv-00672-JW (N.D. Cal. 2011) (international class action settlement for false and deceptive conduct); *Whitaker v. Health Net of California, Inc., and International Business Machines Corp.*, No. 2:11-cv-0910 KJM DAD (E.D. Cal.) (electronic privacy class action under the California Confidentiality of Medical Information Act); and *In re Kitec Plumbing System Products Liab. Litigation MDL No 2098*, N.D. Texas, No. 09-MD-2098 (MDL class action involving claims concerning defective plumbing systems).

From 2017 to 2020, Mr. Ram was a partner at Robins Kaplan LLP. In August, 2020, Mr. Ram joined Morgan & Morgan to open a San Francisco office for them. He is currently co-lead counsel in numerous consumer class actions, including *Gold v. Lumber Liquidators*, N.D. Cal. No. 14-cv-05373-RS, a certified multistate class action involving bamboo floors, and *Fowler v. Wells Fargo*, N.D. Cal. No. 3:17-cv-02092-HSG, a class action involving interest charges that settled for \$30 million. In addition, he is also currently serving on the Plaintiffs' Steering Committee in the *In re Philips CPAP MDL Litigation*, where he is co-chair of the Law and Briefing Committee.

Jean Sutton Martin. Ms. Martin presently serves by appointment as interim co-lead counsel in *Combs, et al. v. Warner Music Group*, Case No. 1:20-cv-07473-PGG (S.D.N.Y.), *In re Morgan Stanley Data Security Litigation*, 1:20-cv-05914 (S.D.N.Y.) (preliminary approval granted for \$68 million settlement for 15 million class members), *In Re: Ambry Genetics Data Breach Litigation*, No. 20-cv-00791 (C.D. Cal.), and. She also serves as a member of the Plaintiffs' Steering Committee for the cases proceeding against LabCorp, Inc. in *In re: American Medical Collection Agency Data Breach Litigation*, 19-md-2904 (D. N.J.). She is a member of the Plaintiffs' Steering Committee in *In re: Smith & Nephew Birmingham Hip Resurfacing (BHR) Hip Implant Products Liability Litigation*, No. 17-md-2775 (D. Md.) and *In re: Allergan Biocell Textured Breast Implant Products Liability Litigation*, No. 19-md-2921 (D. N.J.).

In a case in which she serves as interim co-lead counsel, Ms. Martin argued a motion for class certification which resulted in the first order in the country granting Rule 23(b)(3)

certification in a consumer payment card data breach. *In re Brinker Data Incident Litig.*, No. 3:18-CV-686-TJC-MCR, 2021 WL 1405508 (M.D. Fla. Apr. 14, 2021).

She has served in leadership positions in many consumer class actions and consolidated proceedings in federal courts around the country, including *inter alia*: *Aguallo, et al. v. Kemper Corp., et al.*, Case No.: 1:21-cv-01883 (N.D. Ill.) (data breach settlement valued at over \$17.5 million) (co-lead counsel); *Gordon, et al. v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415 (D. Colo.) (data breach) (co-lead counsel); *Linnins v. HAECO Americas, Inc., et al.*, No. 16-cv-486 (M.D.N.C.) (employee data disclosure) (co-lead counsel); *Torres v. Wendy's International, LLC*, No. 6:16-cv-210 (M.D. Fla.) (data breach) (class counsel); *Fuentes, et al. v. UniRush, LLC, et al.*, No. 1:15-cv-08372 (S.D.N.Y.) (disruption in servicing of financial accounts) (co-lead counsel); *Lewis, et al., v. Green Dot Corp., et al.*, No. 2:16-cv-03557 (C.D. Cal.) (disruption in servicing of financial accounts) (class counsel); *Brady, et al. v. Due North Holdings, LLC, et al.*, No. 1:17-cv-01313 (S.D. Ind.) (employee data disclosure) (class counsel); *Foreman v. Solera Holdings, Inc.*, No. 6:17-cv-02002 (M.D. Fla.) (employee data disclosure) (class counsel); *In Re: Outer Banks Power Outage Litigation*, No. 4:17-cv-141 (E.D.N.C.) (extended island power outage due to defective construction practices) (class counsel); and, *McCoy v. North State Aviation, LLC, et al.*, No. 17-cv-346 (M.D.N.C.) (WARN Act violations) (class counsel).

In addition to consumer class actions, Ms. Martin has practiced in the areas of mass tort and catastrophic personal injury litigation. Prior to joining Morgan and Morgan, Ms. Martin ran her own law firm concentrating in consumer class actions and mass tort litigation. She also has served as an adjunct professor at Wake Forest University School of Law.

Ms. Martin received her Juris Doctor degree from Wake Forest University School of Law in 1998, where she served as Editor-in-Chief of the *Wake Forest Law Review*. She obtained eDiscovery certification from the eDiscovery Training Academy at Georgetown Law Center in 2017. Ms. Martin graduated from Wake Forest University with a Bachelor of Science in Mathematical Economics in 1989. She earned a Master of International Business from the University of South Carolina in 1991.

Ms. Martin has been honored with the prestigious “AV” rating by Martindale-Hubbell. In 2016, Ms. Martin was selected by her peers as the foremost Litigation attorney in the State of North Carolina for *Business North Carolina Magazine's Legal Elite*, gaining membership in the *Legal Elite* Hall of Fame. In 2015, she was inducted as a Fellow of the Litigation Counsel of America, a prestigious trial lawyer honorary society comprised of less than one-half of one percent of American lawyers. Fellows are selected based upon excellence and accomplishment in litigation, both at the trial and appellate levels, and superior ethical reputation. For upholding the highest principles of the legal profession and for outstanding dedication to the

welfare of others, Ms. Martin has also been selected as a Fellow of the American Bar Foundation, an honorary legal organization whose membership is limited to one third of one percent of lawyers in each state. Since 2012, she has been selected to the Super Lawyers list for North Carolina in the areas of mass torts and class actions, with repeated selection to the Top 50 Women North Carolina list since 2014. Additionally, Ms. Martin has been named by National Trial Lawyers to the Top 100 Trial Lawyers, Top 50 Class Action Lawyers, and Top 50 Mass Torts Lawyers for North Carolina.

Before entering law school, Ms. Martin worked with the sales finance team of Digital Equipment Company in Munich, Germany developing sales forecasts and pricing models for the company's expansion into the Eastern European market after the fall of the Berlin wall. She also worked as a practice management consultant for a physician consulting group and as a marketing manager for an international candy manufacturer where her responsibilities included product development, brand licensing, market research, and sales analysis.

Ms. Martin is a member of the North Carolina bar, having been admitted in 1998. She is also admitted to practice before the United States Supreme Court, the United States Court of Federal Claims, the United States Court of Appeals for the Fourth Circuit, the Western, Middle, and Eastern Districts of North Carolina, and the United States District Court of Colorado.

Marcio Valladares. Mr. Valladares was born in Managua, Nicaragua and immigrated to the United States during Nicaragua's civil war. In 1990, Marcio obtained a Bachelor of Science degree in psychology from the University of Florida. In 1993, he obtained his Juris Doctor degree, *magna cum laude*, from Florida State University. He is pursuing a Masters in Law (LL.M.) degree from Columbia University, focusing on federal and comparative law.

Before joining Morgan & Morgan, Marcio worked in both the public and private sectors. He served as a judicial law clerk to the Honorable Steven D. Merryday, United States District Judge, Middle District of Florida, and then served as a judicial law clerk to the Honorable Susan H. Black, United States Circuit Court Judge, Court of Appeals for the Eleventh Circuit. Marcio served as an Assistant United States Attorney for the Middle District of Florida. In the private sector, Marcio practiced commercial litigation and insurance defense at Holland & Knight LLP. Marcio also worked as in-house counsel for the Mayo Clinic. Marcio is fluent in English and Spanish.

Marie Noel Appel. Ms. Appel has dedicated her career to representing consumers in both individual and class action cases involving claims under consumer protection laws and other statutory and common law claims. She earned a B.A. in French from San Francisco State University in 1992 and graduated from University of San Francisco School of Law in 1996.

For most of her career, Ms. Appel has been in private practice litigating class claims related to defective products, mortgage fraud/Truth in Lending violations, unfair business practices relating to manufactured home sales, interest overcharges by the United States on military veterans' credit accounts, and statutory violations by the United States relating to offset of debts beyond the limitations period.

From 2012 to 2019, Ms. Appel left private practice to become the Supervising Attorney of the Consumer Project at the Justice & Diversity Center of the Bar Association of San Francisco which provides free legal services to low-income persons facing consumer issues.

In April 2019, Ms. Appel returned to private practice as Counsel at Robins Kaplan, LLP, then joined Morgan & Morgan in August 2020 where she focuses on class action litigation.

In addition to her legal practice, Ms. Appel is an Adjunct Professor at Golden Gate University School of Law in San Francisco where she teaches legal research and writing, and from 2011 to 2018 supervised students at the Consumer Rights Clinic, in which students performed legal work at the Justice & Diversity Center's Consumer Debt Defense and Education Clinics.

Ms. Appel has a long history of pro bono involvement and currently is a regular volunteer at the Community Legal Assistance Saturday Program, a monthly free legal clinic sponsored by the Alameda County Bar Association. Ms. Appel provides trainings to San Francisco Bay Area legal aid attorneys regarding consumer collection defense and related matters, focusing recently on defense of lawsuits against low-income individuals for unpaid back rent resulting during the COVID-19 pandemic. In the past, Ms. Appel has provided pro bono representation for numerous low-income consumers facing debt collection lawsuits, and volunteered regularly at free legal clinics through the Justice & Diversity Center in San Francisco which, on multiple years, designated her as one of the Outstanding Volunteers in Public Service.

Ms. Appel is admitted to practice in the Ninth Circuit Court of Appeals, and United States District Courts in the Central District of California; the Eastern District of California; the Northern District of California; and the Southern District of California.

Kenya Reddy. Ms. Reddy represents consumers in class action litigation. She graduated from Duke University in 1997 with a degree in political science. In 2000, she received her law degree from the University of Virginia School of Law. Prior to joining Morgan & Morgan, Ms. Reddy was a shareholder at Carlton Fields, P.A., where her primary areas of practice were antitrust, complex civil litigation, class action defense, and business litigation. She also has

experience in including labor and employment, products litigation, ERISA and employee benefits law, insurance, healthcare, and securities litigation.

Ms. Reddy has served as a law clerk for the Honorable Charles R. Wilson, United States Circuit Court Judge, Court of Appeals for the Eleventh Circuit, the Honorable Anne C. Conway, former Chief Judge of the United States District Court for the Middle District of Florida, the Honorable Mary S. Scriven, United States District Judge, Middle District of Florida, and the Honorable Karla R. Spaulding, United States Magistrate Judge, Middle District of Florida.

Ms. Reddy was a guest speaker in January 2019 at HarrisMartin's Marriott Data Breach Litigation Conference on the topic of standing in data breach cases. In October 2019, she presented on the topic of third-party litigation funding at the Mass Torts Made Perfect Conference.

Ms. Reddy is admitted to practice in the Northern, Middle, and Southern Districts of Florida.

Ryan Maxey. Mr. Maxey grew up in Tampa, Florida. He attended the University of South Florida, where he obtained Bachelors Degrees in Computer Science and Philosophy. During and after his undergraduate education, Mr. Maxey developed software and databases for Amalie Oil Company, an automotive lubricant manufacturer located in the Port of Tampa. Mr. Maxey later attended law school at the University of Florida, graduating *order of the coif* in 2008.

From 2008 to 2011, Mr. Maxey served as a judicial law clerk to the Honorable Elizabeth A. Jenkins, United States Magistrate Judge, University of Florida. Mr. Maxey then worked at one of the country's largest law firms, Greenberg Traurig, for four years. In 2015, Mr. Maxey joined Morgan & Morgan's Business Trial Group as a lead attorney handling a variety of business litigation matters. Mr. Maxey later started his own law practice, litigating claims related to breach of contract, trade secret misappropriation, the FLSA, the FDCPA, and premises liability.

Mr. Maxey was admitted to the Florida Bar in 2008 and is also admitted to practice in the Middle District of Florida and the Southern District of Florida.

Ryan J. McGee. Mr. McGee was born and raised in Tampa, Florida. He studied business economics and history at the University of Florida, where he was a teaching assistant for technology classes in the business school, and received his law degree from Stetson University College of Law, where he was an editor on the *Stetson Law Review*, a research assistant for antitrust and consumer protection laws, and a teaching assistant for Stetson's trial advocacy program.

Ryan began his legal career as a state-appointed prosecutor, where he tried over 50 jury

trials to verdict, mostly felonies, as well as a special prosecutor appointed to investigate police officers' deadly use-of-force and corruption within various law enforcement agencies. Ryan also served as a law clerk for two years for the Honorable Elizabeth A. Kovachevich, the former Chief United States District Judge, Middle District of Florida. Before joining Morgan & Morgan, Ryan's practice involved complex business disputes, antitrust, trade secret, data security, and class action investigations and defense-side litigation in state and federal courts across the country.

Since shifting his focus entirely to consumer class action representation, Ryan has been selected as a Florida Super Lawyer Rising Star in 2018 and 2019 in the field of Class Actions, and has extensive privacy and consumer fraud class action experiencing, having actively participated in the following litigations: *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, No. 16-md-02752-LHK (N.D. Cal.); *In re Equifax, Inc. Customer Data Sec. Breach Litigation*, No. 1:17-md-02800 (N.D. Ga.); *Morrow v. Quest*, No. 2:17-cv-0948(CCC)(JBC) (D.N.J.); *In re Google Plus Profile Litigation*, No. 5:18-cv-06164 EJD (N.D. Cal.); *Kuss v. American HomePatient, Inc., et al.*, No. 8:18-cv-02348 (M.D. Fla.); *Richardson, et al. v. Progressive Am. Ins. Co., et al.*, No. 2:18-cv-00715 (M.D. Fla.); *Hymes, et al. v. Earl Enterprises Holdings, Inc.*, No. 6:19-cv-00644 (M.D. Fla.); *Orange v. Ring, LLC, et al.*, No. 2:19-cv-10899 (C.D. Cal.).

Ryan was admitted to the Florida Bar in 2009 and is also admitted to practice in the Northern, Middle, and Southern Districts of Florida.

Patrick Barthle. Mr. Barthle was born and raised in Dade City, Florida. He attended the University of Florida where he was admitted to the Honors Program and graduated, *cum laude*, with a double major in History and Criminology in 2009. While at UF, Patrick was inducted into the Phi Beta Kappa Honor Society and served as President of the Catholic Student Center. Patrick attended Washington and Lee University School of Law, graduating *summa cum laude* in 2012; where he was a Lead Articles Editor for the Wash. & Lee Law Review, a member of the Order of the Coif and the Phi Delta Phi Legal Honor Society, and President of the W&L Law Families organization.

Before joining Morgan & Morgan in 2015, Patrick worked at one of the country's largest law firms, Greenberg Traurig, LLP, and then served as a judicial law clerk for two years to the Honorable Mary S. Scriven, United States District Judge, Middle District of Florida. Patrick has extensive privacy and consumer fraud class action experiencing, having actively participated in the following litigations: *In re: Capital One Consumer Data Security Breach Litigation*, No. 1:19-MD-2915-AJT (E.D. Va.); *In re: U.S. Office of Personnel Management Data Security Breach Litigation*, 1:15-mc-01394-ABJ (D.C.); *Torres v. Wendy's International, LLC*, No. 6:16-cv-210 (M.D. Fla.); *Morrow v. Quest Diagnostics, Inc.*, No. 2:17-cv-0948 (Dist. NJ); *In Re: Equifax, Inc. Customer Data Security Breach Litigation*, 1:17-md-2800-TWT (N.D. Ga.); *In re The Home*

Depot, Inc. Customer Data Security Data Breach Litigation, No. 1:14-md-02583-TWT (N.D. Ga.); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 16-md-02752-LHK (N.D. Cal.); and *Finerman v. Marriott Ownership Resorts, Inc.*, Case No.: 3:14-cv-1154-J-32MCR (M.D. Fla.).

Patrick was selected as a Florida Super Lawyer Rising Star in 2019 in the field of Class Actions. He is also active in speaking on privacy and class action topics, having spoken in June 2018, at the NetDiligence Cyber Risk Summit on the topic of Unauthorized Use of Personal Data; in November 2018 at the American Association for Justice's Advanced 30(b)(6) Seminar, on the topic of 30(b)(6) Depositions in Data Breach Cases; and in January 2019 at HarrisMartin's Marriott Data Breach Litigation Conference on that topics of damage models and settlements in data breach cases; and Rule 23(c)(4) classes at the Mass Torts Made Perfect conference.

Mr. Barthle was admitted to the Florida Bar in 2012 and is also admitted to practice in the Middle District of Florida, the Southern District of Florida, and the District of Colorado.

Francesca Kester. Ms. Kester was born and raised in Scranton, Pennsylvania. She attended Marywood University, where she graduated with a major in English Literature, and The Pennsylvania State University's Dickinson School of Law, where she received her Juris Doctor degree in 2017. While at Dickinson, Ms. Kester competed in the American Bar Association's National Appellate Advocacy Competition, where she was awarded the highest honor for her legal brief writing, and the Texas Young Lawyer's National Trial Competition, where she finished as a regional finalist. Ms. Kester also served as Executive Chair of the Dickinson Law Moot Court Board, Founder of the Dickinson Law partnership with Big Brothers Big Sisters, and Student Director of the Bethesda Mission Men's Shelter legal clinic. At graduation, she was honored with the D. Arthur Magaziner Human Services Award for outstanding academic achievement and service to others, the Joseph T. McDonald Memorial Scholarship for excellence in trial advocacy, and the peer-selected Lee Popp Award for her devotion to the legal field.

Ms. Kester interned as a judicial clerk to United States Magistrate Judge Martin C. Carlson while in law school. After graduation, she served for two years as a law clerk to the Honorable James M. Munley in the United States District Court for the Middle District of Pennsylvania. Ms. Kester is a member of the Lackawanna County Bar Association, the Pennsylvania Bar Association, the American Association for Justice, and Order of the Barristers. In 2018 and 2019, she served as the attorney advisor for her alma mater's high school mock trial team, coaching them to a first place finish in the state and ninth in the nation.

Ms. Kester is admitted to practice law in both Pennsylvania and Florida.

Ra O. Amen. Mr. Amen was raised in both the California Bay Area and Massachusetts. In 2005, Ra graduated from Stanford University with a B.A. in Economics. After graduating, Ra worked as a Peace Corps volunteer in Morocco teaching English as a second language and business skills to local artisans. Before entering law school, Ra worked for several years in education and in business development for a mobile technology startup. In 2017, he obtained his Juris Doctor degree with Honors from Emory University School of Law. While at Emory Law, he was a Managing Editor of the Bankruptcy Developments Journal, interned at a consumer fraud law practice, and worked in-house with one of the globe's leading metals companies assisting in a diverse array of legal issues ranging from corporate restructuring to international tax and contract disputes. Before joining Morgan & Morgan in 2020, Mr. Amen worked at one of the nation's largest defense law firms in the nation where he specialized in representing clients in complex commercial, administrative, and ecclesiastical disputes.

Ra speaks both English and Spanish, and is an avid guitar player.

Ra was admitted to the Georgia Bar in 2017.

David Reign. Mr. Reign is the former Assistant Special Agent in Charge of the Tampa FBI Field office, with nearly 25 years of investigative experience. He has investigated and managed some of the FBI's most complex white-collar crime cases, with an emphasis on health care fraud, public corruption, and financial crimes. As Deputy Chief of the Enron Task Force, he led a team of investigators and analysts in the successful investigation and prosecution of several executives of the Enron Corporation. He received the Attorney General's Award for Exceptional Service for his work on the Enron matter.

Exhibit E

Milberg.

COLEMAN BRYSON PHILLIPS GROSSMAN

Firm Resume

FIRM PROFILE

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN LLP (“MILBERG”) IS A LEADING GLOBAL PLAINTIFFS’ FIRM, successfully pioneering and litigating complex litigations in the following practice areas: class actions, antitrust and competition law, securities fraud, consumer protection, cyber security and data breach litigation, financial and insurance litigation, environmental law, securities litigation, and product liability. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride themselves on providing stellar service and achieving extraordinary results for their clients.

Milberg was founded in 1965, taking the lead in landmark cases that have set groundbreaking legal precedents and prompted changes in corporate governance benefiting shareholders and consumers. For more than 50 years, the firm has protected victims’ rights, recovering over \$50 billion in verdicts and settlements. Milberg was one of the first law firms to prosecute class actions in federal courts on behalf of investors and consumers. The firm pioneered this type of litigation and became widely recognized as a leader in defending the rights of victims of corporate and other large-scale wrongdoing.

Milberg has offices in Illinois, New York, California, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Kentucky, Tennessee, Puerto Rico and Washington D.C. Recently, Milberg opened offices in London, Belgium and Germany that serve clients in the European Union. In addition, Milberg has expanded in South America, with primary emphasis in Brazil. Milberg has more than 100 attorneys worldwide.

The firm’s reputation has been built by successfully taking on challenging cases across a spectrum of practice areas for the past half-century. From resolving business disputes to proving antitrust conspiracies, Milberg is equipped to handle complex, high-stakes cases at any stage of the litigation process.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, and Super Lawyers, among others.

Notable Class Action Cases

Antitrust

In re: TFT-LCD (Flat Panel) Antitrust Litigation, No. 3:07-cv-01827, MDL No. 1827 (N.D. Cal.) (combined settlement totaling nearly \$1.1 billion in suit alleging the illegal formation of an international cartel to restrict competition in the LCD panel market) (2012).

Apartment Fee

Stewart v. Southwood Realty Company (Cumberland Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2020).

Lewis et al. v. Bridge Property Management, LLC et al. (Wake Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2020).

Hargrove v. Grubb Management, Inc. et al. (Wake Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2020).

Rush v. The NRP Group LLC (USDC MD NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2020).

Hamilton v. Arcan Capital, LLC et al. (Forsyth Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

Suarez v. Camden Development, Inc. et al. (USDC ED NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

Milroy et al. v. Bell Partners Inc. et al. (USDC ED NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

Davis v. RAM Partners, LLC (USDC MD NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

Hampton v. KPM et al. (USDC WD NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

Brogden v. Kenney Properties, Inc. et al. (Wake Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

Williams v. Pegasus Residential, LLC (USDC MD NC) (preliminary approval of settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

Medina v. Westdale et al. (USDC ED NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

Talley et al. v. Lincoln Property Company (USDC ED NC) (preliminary approval of settlement of class claims arising from apartment communities allegedly assessing improper eviction fees pending) (2021).

McCord v. PRG Real Estate Mgmt, Inc. et al. (USDC MD NC) (pending final approval of settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

Appliances

Ersler, et. al v. Toshiba America et. al, No. 07- 2304 (D.N.J.) (settlement of claims arising from allegedly defective television lamps) (2009).

Maytag Neptune Washing Machines (class action settlement for owners of Maytag Neptune washing machines).

Stalcup, et al. v. Thomson, Inc. (Ill. Cir. Ct.) (\$100 million class settlement of claims that certain GE, PROSCAN and RCA televisions may have been susceptible to temporary loss of audio when receiving broadcast data packages that were longer than reasonably anticipated or specified) (2004).

Hurkes Harris Design Associates, Inc., et al. v. Fujitsu Computer Prods. of Am., Inc. (settlement provides \$42.5 million to pay claims of all consumers and other end users who bought certain Fujitsu Desktop 3.5” IDE hard disk drives) (2003).

Turner v. General Electric Company, No. 2:05-cv-00186 (M.D. Fla.) (national settlement of claims arising from allegedly defective refrigerators) (2006).

Automobiles

In re General Motors Corp. Speedometer Prods. Liability Litig., MDL 1896 (W.D. Wash.) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective speedometers) (2007).

Baugh v. The Goodyear Tire & Rubber Company (class settlement of claims that Goodyear sold defective tires that are prone to tread separation when operated at highway speeds; Goodyear agreed to provide a combination of both monetary and non-monetary consideration to the Settlement Class in the form of an Enhanced Warranty Program and Rebate Program) (2002).

Lubitz v. Daimler Chrysler Corp., No. L-4883-04 (Bergen Cty. Super. Ct, NJ 2006) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective brake system; creation of \$12 million fund; 7th largest judgment or settlement in New Jersey) (2007).

Berman et al. v. General Motors LLC, Case No. 2:18-cv-14371 (S.D. Fla.) (Co-Lead Counsel; national settlement for repairs and reimbursement of repair costs incurred in connection with Chevrolet Equinox excessive oil consumption).

Civil Rights

In re Black Farmers Discrimination Litigation, Case No. 1:08-mc-00511 (D.D.C.) (\$1.25 billion settlement fund for black farmers who alleged U.S. Department of Agriculture discriminated against them by denying farm loans) (2013).

Bruce, et. al. v. County of Rensselaer et. al., Case No. 02-cv-0847 (N.D.N.Y.) (class settlement of claims that corrections officers and others employed at the Rensselaer County Jail (NY) engaged

in the practice of illegally strip searching all individuals charged with only misdemeanors or minor offenses) (2004).

Commercial

In re: Outer Banks Power Outage Litigation, 4:17-cv-141 (E.D.N.C) (Co-Lead Counsel; \$10.35 million settlement for residents, businesses, and vacationers on Hatteras and Ocracoke Islands who were impacted by a 9-day power outage) (2018)

Construction Materials

Cordes et al v. IPEX, Inc., No. 08-cv-02220-CMA-BNB (D. Colo.) (class action arising out of defective brass fittings; court-appointed member of Plaintiffs' Steering Committee) (2011).

Elliott et al v. KB Home North Carolina Inc. et al 08-cv-21190 (N.C. Super. Ct. Wake County) (Lead Counsel; class action settlement for those whose homes were constructed without a weather-resistant barrier)(2017)

In re: Pella Corporation Architect and Designer Series Windows Marketing, Sales Practices and Products Liability Litigation, MDL No. 2514 (D.S.C.)(class action arising from allegedly defective windows; Court-appointed Co-Lead Counsel).

In re MI Windows and Doors, Inc., Products Liability Litigation, MDL No. 2333 (D.S.C) (National class action settlement for homeowners who purchased defective windows; Court-appointed Co-Lead Counsel).

In re: Atlas Roofing Corporation Chalet Shingle Products Liability Litig., MDL No. 2495 (N.D. Ga.) (class action arising from allegedly defective shingles; Court-appointed Co-Lead Counsel).

Helmer et al. v. Goodyear Tire & Rubber Co., No. 12-cv-00685-RBJ (D. Colo. 2012) (class action arising from allegedly defective radiant heating systems; Colorado class certified, 2014 WL 3353264, July 9, 2014)).

In re: Zurn Pex Plumbing Products Liability Litigation, No. 0:08-md-01958, MDL No. 1958 (D. Minn.) (class action arising from allegedly plumbing systems; member of Executive Committee; settlement) (2012).

Hobbie, et al. v. RCR Holdings II, LLC, et al., No. 10-1113 , MDL No. 2047 (E.D. La.) (\$30 million settlement for remediation of 364 unit residential high-rise constructed with Chinese drywall) (2012).

In re: Chinese Manufactured Drywall Products Liability Litigation, No. 2:09-md-02047, MDL No. 2047 (E.D. La.) (litigation arising out of defective drywall) (appointed Co-Chair, Insurance Committee) (2012).

Galanti v. Goodyear Tire & Rubber Co., No. 03-209 (D.N.J. 2003) (national settlement and creation of \$330 million fund for payment to owners of homes with defective radiant heating systems) (2003).

In re Synthetic Stucco Litig., Civ. Action No. 5:96-CV-287-BR(2) (E.D.N.C.) (member of Plaintiffs' Steering Committee; settlements with four EIFS Manufacturers for North Carolina homeowners valued at more than \$50 million).

In re Synthetic Stucco (EIFS) Prods. Liability Litig., MDL No. 1132 (E.D.N.C.) (represented over 100 individuals homeowners in lawsuits against homebuilders and EIFS manufacturers).

Posey, et al. v. Dryvit Systems, Inc., Case No. 17,715-IV (Tenn. Cir. Ct) (Co-Lead Counsel; national class action settlement provided cash and repairs to more than 7,000 claimants) (2002).

Sutton, et al. v. The Federal Materials Company, Inc., et al., No. 07-CI-00007 (Ky. Cir. Ct) (Co-Lead Counsel; \$10.1 million class settlement for owners of residential and commercial properties constructed with defective concrete).

Staton v. IMI South, et al. (Ky. Cir. Ct.) ((Co-Lead Counsel; class settlement for approximately \$30 million for repair and purchase of houses built with defective concrete).

In re Elk Cross Timbers Decking Marketing, Sales Practices and Products Liability Litigation, No. 15-cv-0018, MDL No. 2577 (D.N.J.) (Lead Counsel; national settlement to homeowners who purchased defective GAF decking and railings).

Bridget Smith v. Floor and Decor Outlets of America, Inc., No. 1:15-cv-4316 (N.D. Ga.) (Co-Lead Counsel; National class action settlement for homeowners who purchased unsafe laminate wood flooring).

In re Lumber Liquidators Chinese-Manufactured Flooring Products Marketing, Sales Practices and Products Liability Litigation MDL No. 1:15-md-2627 (E.D.Va.) (Formaldehyde case; \$36 million national class action settlement for member who purchased a certain type of laminate flooring).

In re Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Marketing, Sales Practices Litigation MDL No. 1:16-md-2743 (E.D.Va.) (Co-Lead Counsel; Durability case; \$36 million national class action settlement for member who purchased a certain type of laminate flooring).

In re Windsor Wood Clad Window Products Liability Litigation MDL No. 2:16-md-02688 (E.D. Wis.) (National class action settlement for homeowners who purchased defective windows; Court-appointed Lead Counsel).

In re Allura Fiber Cement Siding Products Liability Litigation MDL No. 2:19-md-02886 (D.S.C.) (class action arising from allegedly defective cement board siding; Court-appointed Lead Counsel).

Environmental

Nnadili, et al. v. Chevron U.S.A., Inc., No. 02-cv-1620 (D.D.C.) (\$6.2 million settlement for owners and residents of 200 properties located above underground plume of petroleum from former Chevron gas station) (2008).

Fair Labor Standards Act/Wage and Hour

Craig v. Rite Aid Corporation, Civil No. 08-2317 (M.D. Pa.) (FLSA collective action and class action settled for \$20.9 million) (2013).

Stillman v. Staples, Inc., Civil No. 07-849 (D.N.J. 2009) (FLSA collective action, plaintiffs' trial verdict for \$2.5 million; national settlement approved for \$42 million) (2010).

Lew v. Pizza Hut of Maryland, Inc., Civil No. CBB-09-CV-3162 (D. Md.) (FLSA collective action, statewide settlement for managers-in-training and assistant managers, providing recompense of 100% of lost wages) (2011).

Financial

Roberts v. Fleet Bank (R.I.), N.A., Civil Action No. 00-6142 (E. D. Pa.) (\$4 million dollar settlement on claims that Fleet changed the interest rate on consumers' credit cards which had been advertised as "fixed.") (2003).

Penobscot Indian Nation et al v United States Department of Housing and Urban Development, N. 07-1282 (PLF) (D.D.C. 2008) (represented charitable organization which successfully challenged regulation barring certain kinds of down-payment assistance; Court held that HUD's promulgation of rule violated the Administrative Procedure Act) (2008).

Impact Fees

Town of Holly Springs, No. 17-cvs-6244, 17-cvs-6245, 18-cvs-1373 (Wake Co., NC) (Court appointed Class Counsel; Class action settlement with a \$7.9 million fund for builders and developers to recover improper capacity replacement and transportation fees paid to the town) (2019).

Larry Shaheen v. City of Belmont, No. 17-cvs-394 (Gaston Co., NC) (Court appointed Class Counsel; Class action settlement with a \$1.65 million fund for builders and developers to recover improper capacity replacement and transportation fees paid to the city) (2019).

Upright Builders Inc. et al. v. Town of Apex, No. 18-cvs-3720 & 18-cvs-4384, (Wake Co., NC) (Court appointed Class Counsel; Class action settlement with a \$15.3 million fund for builders and developers to recover improper capacity replacement and transportation paid fees to the town) (2019).

Mayfair Partners, LLC et al. v. City of Asheville, No. 18-cvs-04870 (Buncombe County) (Court appointed Class Counsel; Class action settlement with a \$1,850,000 million fund for builders and developers to recover improper impact fees paid to the city) (2020).

Shenandoah Homes, LLC v. Town of Clayton, No. 19-cvs-640 (Johnston County) (Court appointed Class Counsel; Class action settlement with a \$2.7 million fund for builders and developers to recover improper impact fees paid to the town) (2020).

Brookline Homes LLC v. City of Mount Holly, Gaston County file no. 19-cvs-1163 (Gaston County) (Court appointed Class Counsel; Class action settlement with a \$483,468 fund for builders and developers to recover improper impact fees paid to the city) (2020).

Eastwood Construction, LLC et. al v. City of Monroe, Union County file nos. 18-CVS-2692 (Union County) (Court appointed Class Counsel; Class action settlement with a \$1,750,000 million fund for builders and developers to recover improper impact fees paid to the city) (2020).

Insurance

Young, et al. v. Nationwide Mut. Ins. Co, et al., No. 11-5015 (E.D. Ky.) (series of class actions against multiple insurance companies arising from unlawful collection of local taxes on premium payments; class certified and affirmed on appeal, 693 F.3d 532 (6th Cir., 2012); settlements with all defendants for 100% refund of taxes collected) (2014).

Nichols v. Progressive Direct Insurance Co., et al., No. 2:06cv146 (E.D. Ky.) (Class Counsel; class action arising from unlawful taxation of insurance premiums; statewide settlement with Safe Auto Insurance Company and creation of \$2 million Settlement Fund; statewide settlement with Hartford Insurance Company and tax refunds of \$1.75 million) (2012).

Privacy/Data Breach

Baksh v. Ivy Rehab Network, Inc., Case No. 7:20-cv-01845-CS (S.D. N.Y.) (class counsel in a data breach class action settlement; final approval granted).

In re: GE/CBPS Data Breach Litigation, 1:2020-cv-02903, Doc. 35 (S.D.N.Y.) (appointed co-lead counsel in nationwide class action).

Mowery et al. v. Saint Francis Healthcare System, Case No. 1:20-cv-00013-SRC (E.D. Mo.) (appointed class counsel; final approval granted);

Chatelain et al. v. C, L and W PLLC d/b/a Affordacare Urgent Care Clinics, Case No. 50742-A (42nd District Court for Taylor County, Texas) (appointed class counsel; settlement valued at over \$7 million; final approval granted).

Bailey v. Grays Harbor County Public Hospital District et al., Case No. 20-2-00217-14 (Grays Harbor County Superior Court, State of Washington) (appointed class counsel in hospital data breach class action involving approximately 88,000 people; final approval granted).

Nelson, et al. v. Idaho Central Credit Union, No. CV03-20-00831 (Bannock County, Idaho) (appointed co-lead counsel in data breach class action involving 17,000 class members; granted final approval of settlement valued at \$3.3 million).

In Re: Canon U.S.A. Data Breach Litigation, Master File No. 1:20-cv-06239-AMD-SJB (E.D.N.Y.) (appointed co-lead counsel).

Richardson v. Overlake Hospital Medical Center et al., Case No. 20-2-07460-8 SEA (King County Superior Court, State of Washington) (appointed class counsel in data breach case; final approval granted).

Kenney et al. v. Centerstone of America, Inc. et al., Case No. 3:20-cv-01007-EJR (M.D. Tenn.) (appointed lead class counsel; final approval of \$1.5 million settlement granted August 9, 2021).

Klemm et al. v. Maryland Health Enterprises, Inc. D/B/A Lorien Health Services, C-03-CV-20-002899 (Circuit Court for Baltimore County, Maryland) (appointed Settlement Class Counsel, preliminary approval granted).

Suren et al. v. DSV Solutions, LLC, Case No. 2021CH000037 (Circuit Court for the Eighteenth Judicial Circuit of DuPage County, Illinois) (appointed Settlement Class Counsel, final approval granted September 27, 2021).

Aguallo et al v. Kemper Corporation et al., Case No. 1:21-cv-01883 (N.D. Ill.) (appointed Co-lead Counsel, final approval granted of \$17.1 million class settlement).

Martinez et al. v. NCH Healthcare System, Inc., Case No. 2020-CA-000996 (Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida) (Mr. Lietz appointed Settlement Class Counsel; final approval granted).

Carr et al. v. Beaumont Health et al., Case No. 2020-181002-NZ (Circuit Court for the County of Oakland, Michigan) (appointed co-class counsel in data breach case involving 112,000 people; final approval granted October 2021).

Cece et al. v. St. Mary's Health Care System, Inc. et al., Civil Action No. SU20CV0500 (Superior Court of Athens-Clarke County, Georgia) (appointed Settlement Class Counsel in data breach case involving 55,652 people; preliminary approval granted December 2021).

In re: Herff Jones Data Breach Litigation, Master File No. 1:21-cv-1329-TWP-DLP (S.D. Ind.) (appointed co-lead counsel in data breach involving over 1 million persons; preliminary approval of \$4.35 million settlement granted January 2022).

In Re: CaptureRx Data Breach Litigation, No. 5:21-cv-00523-OLG (W.D. Tex.) (appointed co-lead counsel in data breach case involving over 2.4 million class members; preliminary approval of \$4.75 million settlement granted February 2022).

In re Arthur J. Gallagher Data Breach Litigation, No. 1:21-cv-04056 (N.D. Ill.) (appointed co-lead counsel in data breach case involving over 3 million class members).

Heath v. Insurance Technologies Corp., No. 21-cv-01444 (N.D. Tex.) (\$11 million settlement for a major data breach involving more than 4 million consumers).

Powers, Sanger et al v. Filters Fast LLC, Case 3:20-cv-00982-jdp (appointed co-lead Settlement Class Counsel; preliminary approval granted November 2021).

Garcia v. Home Medical Equipment Specialists, LLC, Case No. D-202-cv-2021-06846 (appointed class counsel; preliminary approval granted January 2022).

Baldwin et al. v. National Western life Insurance Company, Case No. 2:21-cv-04066 (W.D. Mo.) (appointed co-class counsel; preliminary approval granted January 2022 in settlement valued at approximately \$4 million).

Hashemi, et. al. v. Bosley, Inc., Case No. 21-cv-00946-PSG (RAOx) (C.D. CA) (appointed co-class counsel; preliminary approval granted February 2022).

Exhibit F

The Firm

Hagens Berman Sobol Shapiro LLP was founded in 1993 with one purpose: to help victims with claims of fraud and negligence that impact a broad group. The firm initially focused on class action and other types of complex, multi-party litigation, but we have always represented plaintiffs/victims. As the firm grew, it expanded its scope while staying true to its mission of taking on important cases that implicate the public interest. The firm represents plaintiffs including investors, consumers, inventors, workers, the environment, governments, and others.

We are one of the nation's leading class-action law firms and have earned an international reputation for excellence and innovation in ground-breaking litigation against large corporations.

OUR FOCUS

Our focus is to represent plaintiffs/victims in product liability, tort, antitrust, consumer fraud, sexual harassment, securities and investment fraud, employment, whistleblower, intellectual property and environmental cases. Our firm is particularly skilled at managing multi-state and nationwide class actions through an organized, coordinated approach that implements an efficient and aggressive prosecutorial strategy to place maximum pressure on defendants.

WE WIN

We believe excellence stems from a commitment to try each case, vigorously represent our clients, and obtain the maximum recovery. Our opponents know we are determined and tenacious and they respect our skills and recognize our track record of achieving top results.

WHAT MAKES US DIFFERENT

We are driven to return to the class every possible portion of its damages—our track record proves it. While many class action or individual plaintiff cases result in large legal fees and no meaningful result for the client or class, HB finds ways to return real value to the victims of corporate fraud.

A NATIONWIDE REACH

We have flourished through our network of offices in nine cities across the United States, including Seattle, Austin, Berkeley, Boston, Chicago, Los Angeles, New York, Phoenix and San Diego and one international office in London, and our eyes are always open to trends of fraud, negligence and wrongdoing that may be taking form anywhere in the world. Our reach is not limited to the cities where we maintain offices. We have cases pending in courts across the country and have a vested interest in fighting global instances of oppression, wrongdoing and injustice.

Quotes

“All right, I think I can conclude on the basis with my five years with you all, watching this litigation progress and seeing it wind to a conclusion, that the results are exceptional...You did an exceptionally good job at organizing and managing the case...”

— U.S. District Court for the Northern District of California, *In re Dynamic Random Access Memory Antitrust Litigation* (Hagens Berman was co-lead counsel and helped achieve the \$325 million class settlement)

“[A] clear choice emerges. That choice is the Hagens Berman firm.”

— U.S. District Court for the Northern District of California, *In re Optical Disk Drive Products Antitrust Litigation* (appointing HB lead counsel)

“Class counsel has consistently demonstrated extraordinary skill and effort.”

— U.S. District Judge James Selna, Central District of California, *In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices and Products Liability Litigation*

“It's not simple, you make it look easy, and that's the art of what you do, Mr. Loeser, and the Court certainly appreciates the good work in this case, and in recognition of the many cases that your firm has handled over the years.”

“I will reiterate that class counsel has demonstrated over many years, superior experience and capability in handling class actions of this sort.”

— U.S. District Judge Beth Labson Freeman, Northern District of California, *Dean Sheikh et al. v. Tesla, Inc.*

“My honest experience was this: I didn't have time to look into lawsuits, or law firms, or what not. I was getting mailings from different firms but they all felt tacky. I found your website through an article that referenced their work. What really spoke to me was the level of communication you were putting forward. The updates with what motions are being filed, I think I even watched a youtube video that explained what the filings meant. I felt instantly included. Fantastic. If VW isn't being transparent, at least I have a law firm that is.”

— Rob Gleason, Plaintiff, *In Re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*

Victories & Settlements

\$206 BILLION

WASHINGTON, ET AL. V. PHILIP MORRIS, ET AL.

HB represented 13 states in the largest recovery in litigation history.

\$27 BILLION

VISA-MASTERCARD ANTITRUST LITIGATION

The firm was co-lead counsel in what was then the largest antitrust settlement in history – valued at \$27 billion.

\$17.4 BILLION

VOLKSWAGEN EMISSIONS LITIGATION

HB was a member of the Plaintiffs' Steering Committee and part of the Settlement Negotiating team in this monumental case that culminated in the largest automotive settlement in history – \$17.4 billion.

\$1.6 BILLION

TOYOTA UNINTENDED ACCELERATION LITIGATION

HB obtained the then largest automotive settlement in history in this class action that recovered \$1.6 billion for vehicle owners.

\$1.6 BILLION

VOLKSWAGEN FRANCHISE DEALERS LITIGATION

HB was lead counsel representing VW dealers in this suit related to the Dieselgate scandal. A \$1.6 billion settlement represents a result of nearly full damages for the class.

\$345 MILLION

DRAM ANTITRUST LITIGATION

HB was co-lead counsel, and the case settled for \$345 million in favor of purchasers of DRAM.

\$338 MILLION

AVERAGE WHOLESALE PRICE DRUG LITIGATION

HB was co-lead counsel, resulting in a victory at trial. The court approved a total of \$338 million in settlements.

\$325 MILLION

NEURONTIN PFIZER LITIGATION

The firm brought suit against Pfizer and its subsidiary, accusing the companies of a fraudulent scheme to market and sell the drug Neurontin for a variety of “off-label” uses for which it is not approved or medically efficacious.

\$255 MILLION

HYUNDAI & KIA FUEL ECONOMY LITIGATION

HB represented consumers in this class-action lawsuit, in which the court granted preliminary approval to the settlement potentially worth over \$255 million.

\$255 MILLION

STERICYCLE, STERI-SAFE LITIGATION

HB represented small businesses in a class-action alleging Stericycle's billing and accounting software violated consumers laws and constituted breach of contract.

\$560 MILLION**E-BOOKS ANTITRUST LITIGATION**

HB served as co-lead counsel and secured a combined \$560 million settlement on behalf of consumers against Apple and five of the nation's largest publishers.

\$235 MILLION**CHARLES SCHWAB SECURITIES LITIGATION**

The firm was lead counsel in this action alleging fraud in the management of the Schwab YieldPlus mutual fund; a \$235 million class settlement was approved by the court.

\$470 MILLION**LCD ANTITRUST LITIGATION**

HB served as a member of the Executive Committee representing consumers in multi-district litigation. The total settlements exceeded \$470 million.

\$208 MILLION**NCAA SCHOLARSHIP CAP ANTITRUST LITIGATION**

The firm was lead counsel in this action claiming that the NCAA agreed in violation of national antitrust laws to unlawfully cap the value of athletic scholarships.

High Tech Litigation

HB routinely takes on the world's largest tech companies and has pending litigation against Facebook, Apple, Google, Amazon and many more Big Tech kingpins for issues related to intellectual property, privacy, antitrust, consumer rights and product defects.

HB brings cutting edge cases against major tech companies. We leverage our resources, breadth of knowledge and expert litigation strategies against harmful anticompetitive practices, defective products and other instances of malfeasance perpetrated by Big Tech. While some of these companies believe they are too big to fail, our firm is well-practiced in uncovering wrongdoing and holding responsible parties accountable for widespread fraud. HB litigates claims against tech companies in the areas of trade secrets, privacy, IP and patent law, and we represent individual business owners as well as large groups of consumers.

Throughout HB's decades-long track record, some of our largest cases have been brought against Big Tech companies:

- Apple E-books: \$560 million settlement for consumers regarding manipulation of the e-books market
- DRAM Manufacturers: \$345 million settlement for price-fixing against DRAM) manufacturers
- Optical Disk Drive Manufacturers: \$180 million combined settlements.
- Panasonic: \$50.25 million settlement against this maker of linear resistors for price-fixing
- Google: \$11 million settlement for Google AdSense users who suffered unjust account suspensions

HB also has several pending litigations against Big Tech giants like Amazon, Apple and Facebook. Some of our most notable pending High Tech claims include cases against:

- Amazon for antitrust violations
- Apple for unfair treatment of iOS developers (\$100 million settlement preliminarily approved as of January 2022)
- AppleCare warranty violations and various iPhone defects
- Samsung and other DRAM manufacturers for price-fixing
- Facebook for antitrust violations and user privacy rights violations
- Samsung for product defects
- Disney and other entertainment giants for intellectual property theft

– APPLE E-BOOKS

With state AG's, HB secured a \$166 million settlement with publishers that conspired with Apple to fix e-book prices. HB then took on Apple for its part in the conspiracy. The Supreme Court denied appeal from Apple, bringing the consumer payback amount to more than twice the amount of losses suffered by the class of e-book purchasers. This represents one of the most successful recovery of damages in any antitrust lawsuit in the country. RESULT: \$560 million total settlements.

– TFT LCDS

HB filed a class-action lawsuit against several major manufacturers of TFT LCD products, claiming the companies engaged in a conspiracy to fix, raise, maintain and stabilize the price of televisions, desktop and notebook computer monitors, mobile phones, personal digital assistants (PDAs) and other devices. After years of representing consumers against multiple defendants in multi-district litigation, the case against Toshiba went to trial. Toshiba was found guilty of price-fixing in 2012, and settled. RESULT: \$470 million in total settlements.

– DRAM

The suit claimed DRAM (Dynamic Random Access Memory) manufacturers secretly agreed to reduce the supply of DRAM, a necessary component in a wide variety of electronics which artificially raised prices. The class included equipment manufacturers, franchise distributors and purchasers. RESULT: \$375 million settlement.

– OPTICAL DISK DRIVES

HB fought on behalf of consumers in a lawsuit filed against Philips, Pioneer and others for artificially inflating the price of ODDs for consumers. RESULT: \$180 million in total settlements reclaimed for consumers.

– LITHIUM ION BATTERIES

HB filed a class-action lawsuit against some of the largest electronics manufacturers including Sony, Samsung and Panasonic for illegally fixing the price of lithium ion batteries, pushing costs higher for consumers. Defendants collectively controlled between 60 to 90 percent of the market for lithium-ion batteries between 2000 and 2011 and used that power to fix battery prices. RESULT: \$65 million in total settlements against multiple defendants.

Automotive

These cases are fiercely litigated by wealthy defendants and involve complex systems and technology. HB's automotive litigation team has been named a Practice Group of the Year by Law360, highlighting its "eye toward landmark matters and general excellence."

The federal court overseeing the massive multi-district litigation against Toyota appointed the firm to co-lead one of the largest consolidations of class-action cases in U.S. history. The litigation combined more than 300 state and federal suits concerning acceleration defects tainting Toyota vehicles. HB and its two co-lead firms were selected from more than 70 law firms applying for the role. Since then, the firm's automotive practice area has grown by leaps and bounds, pioneering new investigations into defects, false marketing and safety hazards affecting millions of drivers across the nation.

The firm was recently named to the National Law Journal's list of Elite Trial Lawyers for its work fighting corporate wrongdoing in the automotive industry. The firm's auto team members who worked on Toyota were also named finalists for Public Justice's Trial Lawyer of the Year award.

– GENERAL MOTORS IGNITION SWITCH LITIGATION

Co-lead counsel in high-profile case on behalf of millions of owners of recalled GM vehicles affected by a safety defect linked to more than 120 fatalities. The suit alleges GM did not take appropriate measures, despite having prior knowledge of the defect. The case is pending, and most recently, the Supreme Court refused to hear GM's appeal regarding the pending suits when it claimed the cases were barred by its 2009 bankruptcy.

– TOYOTA SUDDEN, UNINTENDED ACCELERATION LITIGATION

Co-lead counsel for the economic loss class in this lawsuit filed on behalf of Toyota owners alleging a defect causes vehicles to undergo sudden, unintended acceleration. RESULT: Settlement valued at up to \$1.6 billion, which was at the time the largest automotive settlement in history.

– MYFORD TOUCH

HB represents owners of Ford vehicles equipped with MyFord Touch, an in-car communication and entertainment package, who claim that the system is flawed. The complaint cites internal Ford documents that purportedly show that 500 of every 1,000 vehicles have issues involving MyFord Touch due to software bugs, and failures of the software process and architecture. The Court recently certified nine subclasses of owners of affected vehicles in various states.

– NISSAN QUEST ACCELERATOR LITIGATION

Represented Nissan Quest minivan owners who alleged that their vehicles developed deposits in a part of the engine, causing drivers to apply increased pressure to push the accelerator down. RESULT: Settlement providing reimbursement for cleanings or replacements and applicable warranty coverage.

– HYUNDAI KIA MPG

HB sued Hyundai and Kia after they overstated the MPG fuel economy ratings on 900,000 cars. The suit gave owners the ability to recover a lump-sum award for the lifetime extra fuel costs, rather than applying every year for that year's losses. RESULT: \$255 million settlement. Lump-sum payment plan worth \$400 million on a cash basis, and worth even more if owners opt for store credit (150 percent of cash award) or new car discount (200 percent of cash award) options.

– FIAT CHRYSLER GEAR SHIFTER ROLLAWAY DEFECT

HB represents owners of Jeep Grand Cherokee, Chrysler 300 and Dodge Charger vehicles. The lawsuit states that Fiat Chrysler fraudulently concealed and failed to remedy a design defect in 811,000 vehicles that can cause cars to roll away after they are parked, causing injuries, accidents and other serious unintended consequences.

– FORD SHELBY GT350 MUSTANG OVERHEATING

HB represents owners of certain 2016 Shelby GT350 Mustang models in a case alleging that Ford has sold these vehicles as track cars built to reach and sustain high speeds, but failed to disclose that the absence of a transmission and differential coolers can greatly diminish the vehicle's reported track capabilities. Shelby owners are reporting that this defect causes the vehicle to overheat and go into limp mode, while in use, even when the car is not being tracked

[Since the Dieseltgate scandal, HB has become a trailblazer, outpacing federal agencies in unmasking fraud in emissions reporting.](#)

HB was the first firm to file suit against VW for its egregious fraud, going on to take a leading role on the Steering Committee that would finalize a \$14.7 billion settlement. HB is on the forefront of emissions litigation, relying on our legal team's intensive investigative skills to unearth many other emissions-cheating schemes, staying one step ahead of government regulators in our pursuit of car manufacturers that have violated emissions standards and regulations. HB is uniquely dedicated to this cause, and is the only firm that has purchased an emission testing machine to determine if car manufacturers install cheating devices, bringing new cases based on HB's own research and testing.

– VOLKSWAGEN DEALERS LITIGATION

HB served as lead counsel in a first-of-its-kind lawsuit brought by a franchise dealer. Three VW dealers filed a class action against VW stating that it intentionally defrauded dealers by installing "defeat devices" in its diesel cars, and separately carried out a systematic, illegal pricing and allocation scheme that favored some dealers over others. The settlement garnered nearly unanimous approval, with 99 percent participation in the settlement. RESULT: \$1.67 billion settlement.

– MERCEDES BLUETEC EMISSIONS LITIGATION

Judge Jose L. Linares appointed the firm as interim class counsel in this case concerning emissions of its BlueTEC diesel vehicles. HB represents thousands of owners who were falsely told that their cars were "the world's cleanest and most advanced diesel." Testing indicates a systemic failure to meet emissions standards. Low temperature testing at highway speeds for example, produced emissions that were 8.1 to 19.7 times the standard.

– CHEVY CRUZE DIESEL EMISSIONS LITIGATION

HB filed a class-action lawsuit against Chevrolet for installing emissions-cheating software in Cruze Clean Turbo Diesel cars, forcing consumers to pay premiums for vehicles that pollute at illegal levels. While Chevy marketed these cars as a clean option, the firm's testing has revealed emissions released at up to 13 times the federal standard.

– FIAT CHRYSLER ECODIESEL EMISSIONS LITIGATION

The firm is leading charges against Fiat Chrysler that it sold hundreds of thousands of EcoDiesel-branded vehicles that release illegally high levels of NOx emissions, despite explicitly selling these "Eco" diesels to consumers who wanted a more environmentally friendly vehicle. HB was the first firm in the nation to uncover this scheme and file against Fiat Chrysler on behalf of owners of Dodge RAM 1500 and Jeep Grand Cherokee EcoDiesel vehicles. Following the firm's groundbreaking suit, the EPA took notice, filing formal accusations against Fiat Chrysler.

– DODGE RAM 2500/3500 DIESEL EMISSIONS LITIGATION

According to the firm's investigation, Dodge has sold hundreds of thousands of Dodge RAM 2500 and 3500 trucks equipped with Cummins diesel engines that release illegally high levels of NOx emissions at up to 14 times the legal limit. This defect causes certain parts to wear out more quickly, potentially costing owners between \$3,000 and 5,000 to fix. The firm is leading a national class action against Fiat Chrysler for knowingly inducing consumers to pay premium prices for vehicles that fail to comply with federal regulations, and ultimately lead to higher costs of repairs for purchasers.

– GENERAL MOTORS DURAMAX EMISSIONS LITIGATION

HB's independent testing revealed that GM had installed emissions-masking defeat devices in its Duramax trucks, in a cover-up akin to Volkswagen's Dieselgate concealment. In real world conditions the trucks emit 2 to 5 times the legal limit of deadly NOx pollutants, and the emissions cheating devices are installed in an estimated 705,000 affected vehicles.

Strengthening Consumer Law

At HB, we distinguish ourselves not merely by our results, but by how we obtain them. Few firms have our resources and acumen to see a case through as long as it takes. Our attorneys were instrumental these appellate decisions that shaped consumer law:

- *In Matter of Motors Liquidation Co.*, 829 F.3d 135 (2d Cir. 2016) (General Motors bankruptcy reorganization did not bar claims stemming from defective ignition switches)
- *George v. Urban Settlement Servs.*, 833 F.3d 1242 (10th Cir. 2016) (complaint adequately alleged Bank of America's mortgage modification program violated RICO)
- *In re Loestrin 24 Fe Antitrust Litig.*, 814 F.3d 538 (1st Cir. 2016) ("reverse payments" for antitrust purposes under Actavis are not limited to cash payments)
- *Osborn v. Visa Inc.*, 797 F.3d 1057 (D.C. Cir. 2015) (complaint adequately alleged Visa and MasterCard unlawfully agreed to restrain trade in setting ATM access fees)
- *Little v. Louisville Gas & Elec. Co.*, 805 F.3d 695 (6th Cir. 2015) (Clean Air Act did not preempt state nuisance claims against coal plant for polluting surrounding community)
- *City of Miami v. Citigroup Inc.*, 801 F.3d 1268 (11th Cir. 2015) (reversing dismissal of complaint alleging Citigroup violated Fair Housing Act by pattern of discriminatory lending)
- *Rajagopalan v. NoteWorld, LLC*, 718 F.3d 844 (9th Cir. 2013) (non-party could not invoke arbitration clause against plaintiff suing debt services provider)
- *In re Neurontin Mktg. & Sales Practices Litig.*, 712 F.3d 21 (1st Cir. 2013) (affirming \$142 million verdict for injury suffered from RICO scheme by Neurontin manufacturer Pfizer)
- *In re NCAA Student-Athlete Name & Likeness Licensing Litig.*, 724 F.3d 1268 (9th Cir. 2013) (First Amendment did not shield video game developer's use of college athletes' likenesses)
- *Garcia v. Wachovia Corp.*, 699 F.3d 1273 (11th Cir. 2012) (Wells Fargo could not rely on *Concepcion* to evade waiver of any right to compel arbitration)
- *Agnew v. Nat'l Collegiate Athletic Ass'n*, 683 F.3d 328 (7th Cir. 2012) (NCAA bylaws limiting scholarships per team and prohibiting multi-year scholarships are subject to antitrust scrutiny and do not receive pro-competitive justification)
- *In re Lupron Mktg. & Sales Litig.*, 677 F.3d 21, 24 (1st Cir. 2012) (approving cy pres in \$150 million settlement)
- *In re Pharm. Indus. Average Wholesale Price Litig.*, 582 F.3d 156 (1st Cir. 2009) (AstraZeneca illegally published inflated average wholesale drug prices, thereby injuring patients who paid inflated prices)

**PARTNER****Thomas E. Loeser**

Mr. Loeser obtained judgments in cases that have returned billions of dollars to millions of consumers and more than \$100 million to the government.

Mr. Loeser's practice involves highly complex matters involving computing and software, and matters where both civil and criminal investigations are involved.

Mr. Loeser helped lead the firm's work in *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation* where the firm represented both defrauded consumers and defrauded dealers. Mr. Loeser was involved in the *Volkswagen Franchise Dealer Action*, where Hagens Berman was lead counsel, and he worked on all aspects of that case through approval of a \$1.2 billion settlement with Volkswagen. Mr. Loeser successfully prosecuted a nationwide class action against Tesla Motors that resulted in every class member being sent a check for damages related to Tesla's delay in rolling out its Enhanced Autopilot features.

"It's not simple, you make it look easy, and that's the art of what you do, Mr. Loeser, and the Court certainly appreciates the good work in this case, and in recognition of the many cases that your firm has handled over the years."

Dean Sheikh et al. v. Tesla, Inc. Final Approval Hearing. The Hon. Beth Labson Freeman, Northern District of California

Mr. Loeser's practice has included the prosecution and resolution of complex actions against the titans of industry, including national banks, insurers, builders, cellular providers, title companies, carmakers, mortgage lenders, and nationwide retailers. Mr. Loeser specializes in and has thrived in the prosecution of cases that are not just complex because of the legal and procedural issues involved, but also because of the technological sophistication of the products, services or bad acts underlying the legal claims.

Mr. Loeser has a unique experience and skill set that has driven his success in complex and technical cases. For nearly five years, Mr. Loeser was an AUSA in Los Angeles, and a member of the Cyber and Intellectual Property Crimes Section. He investigated and prosecuted legion hacking, identity theft and intellectual property crimes. His work included intensive training with the FBI, Secret Service, Homeland Security and at the National Advocacy Center.

Prior to his appointment as an AUSA, Mr. Loeser was an Intellectual Property associate at Wilson Sonsini in Silicon Valley. Prior to law school, Mr. Loeser worked at Microsoft Corp. and at the Hewlett-Packard Co. Mr. Loeser's training in computer and technology-centered investigations is unmatched in the consumer plaintiffs' bar. His experience brings knowledge in technology-related matters that is often on-par with the experts hired for the litigation.

Mr. Loeser speaks frequently at conferences and CLEs on complex civil litigation, class actions and data breach litigation. His recent speaking engagements include: HarrisMartin's National Opioid Litigation Conference ("The Opioid Crisis: How It Was Created and What To Do About It"), Law Seminars International Class Action Conference ("Trends in Automobile Defect Litigation") and HB's Data Breach &

toml@hbsslaw.com

T 206-623-7292

F 206-623-0594

1301 Second Avenue
Suite 2000
Seattle, WA 98101

YEARS OF EXPERIENCE

22

PRACTICE AREAS**[Consumer Rights](#)**

Corporate Fraud

Data Breach/Identity Theft and Privacy

False Claims Act

Government Fraud

[High Tech Litigation](#)

Qui Tam

[Whistleblower](#)**INDUSTRY EXPERIENCE**

- Automotive
- Consumer Fraud
- Cyber and Intellectual Property Crimes
- Racketeering
- False Claims
- Government Fraud
- Technology
- Software
- Recreation
- Athletic Apparel

BAR ADMISSIONS

- Washington
- California
- District of Columbia

COURT ADMISSIONS

- District of Columbia
- U.S. District Court for the District of Columbia

- U.S. District Court for the Eastern District of California
- U.S. District Court for the Northern District of California
- U.S. District Court for the Southern District of California
- U.S. District Court for the Central District of California
- Supreme Court of California
- U.S. District Court for the Eastern District of Michigan
- U.S. District Court for the Western District of Washington
- Supreme Court of Washington
- Ninth Circuit Court of Appeals

EDUCATION



Duke University School of Law, J.D., *magna cum laude*, Order of the Coif, Articles Editor Law and Contemporary Problems, 1999

UNIVERSITY of WASHINGTON

University of Washington, M.B.A., *cum laude*, Beta Gamma Sigma, 1994



Middlebury College

Middlebury College, B.A., Physics with Minor in Italian, 1988

AWARDS



Privacy Litigation Conference (“Sleuthing: Investigation & Evidence Collecting in a Cyber World”).

RECOGNITION

- Martindale-Hubbell® AV Preeminent rating, 2016 - 2022
- Washington Super Lawyers, 2016 - 2022
- Lawdragon 500 Leading Lawyers in America, Plaintiff Financial Lawyers, 2020 - 2021
- The National Trial Lawyers: Top 100, 2019 -2020
- Leading Plaintiff Consumer Lawyers, Lawdragon, 2019-21
- Lawdragon 500, Lawdragon, 2019
- Top Attorneys in Washington, *Seattle Met Magazine*, 2016 – 2021

NOTABLE CASES

- [Volkswagen/Bosch Emissions Defect Litigation](#)
- [Tesla Enhanced Autopilot Delay Litigation](#)
- [Shea Homes Consumer Protection Litigation](#)
- [Meracord/Noteworld Debt Settlement Litigation](#)
- *Countrywide FHA Fraud Qui Tam Litigation*
- *Chicago Title Insurance Co. Litigation*
- *KB Homes Captive Escrow Litigation*
- *Aurora Loan Modification Litigation*
- *Wells Fargo HAMP Modification Litigation*
- *JPMorgan Chase Force-Placed Flood Insurance Litigation*
- *Target Data Breach Litigation*
- [Cornerstone Advisors Derivative Litigation](#)
- *Honda Civic Hybrid Litigation*
- [Hyundai MPG Litigation](#)

LANGUAGES

- Italian
- French

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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

JEFFRIE ALAN SUMMERS II, on behalf
of himself and all other similarly situated

Plaintiffs,

v.

SEA MAR COMMUNITY HEALTH
CENTERS,

Defendant.

Case No. 22-2-00773-7 SEA

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

THIS MATTER came before the Court on Plaintiffs' unopposed Motion for Preliminary Approval of Class Action Settlement. Prior to ruling, the Court considered the following documents and evidence:

1. Plaintiffs' Motion for Preliminary Approval of Class Action Settlement;
2. Declaration of Gary M. Klinger in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and attached exhibits; and
3. The records in this case and arguments of counsel.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1 1. The Court preliminarily approves the Settlement Agreement and Release between
2 Plaintiffs and Defendant Sea Mar Community Health Centers. The terms defined in the Settlement
3 shall have the same meaning in this Order

4 2. The proposed Settlement appears to be the product of serious, informed, non-
5 collusive negotiations, including a mediation before a mediator with substantial experience with
6 consumer class action cases. The proposed Settlement has no obvious deficiencies, does not
7 improperly grant preferential treatment to any class members, and falls within the range of possible
8 judicial approval. These factors weigh in favor of granting preliminary approval. *See* William B.
9 Rubenstein, *Newberg on Class Actions* § 13:10 (5th ed. June 2019 update 5th).

10 3. For purposes of settlement only, the Court finds that the Settlement Class satisfies
11 the requirements of CR 23(a) and (b)(3) and grants conditional and preliminary certification of the
12 following Settlement Class: All persons whose Private Information was maintained on
13 Defendant's computer systems and/or network that was potentially compromised in the Data
14 Incident. Excluded from the Settlement Class are (i) Defendant and its officers and directors; (ii)
15 all Settlement Class Members who timely and validly submit requests for exclusion from the
16 Settlement Class; (iii) any other Person found by a court of competent jurisdiction to be guilty
17 under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the
18 Data Incident or who pleads *nolo contendere* to any such charge; and (iv) members of the judiciary
19 to whom this case is assigned, their families, and members of their staff.

20 4. The numerosity requirement is satisfied because the Class consists of
21 approximately 1.2 million individuals. See CR 23(a)(1); *Miller v. Farmer Bros. Co.*, 115 Wn. App.
22 815, 821, 64 P.3d 49 (2003).

23 5. The commonality requirement is satisfied because there are overarching questions
24 of law and fact common to the class, including (a) whether Sea Mar's security environment was
25 adequate to protect Settlement Class members' Personal Information; (b) whether Sea Mar failed
26 to implement and maintain reasonable security procedures and practices appropriate to the nature
and scope of information compromised in the Data Incident; (c) whether Sea Mar's data security

1 systems prior to and during the Data Incident complied with applicable data security laws and
2 regulations; (d) whether Sea Mar’s conduct rose to the level of negligence; (e) whether Sea Mar
3 invaded Plaintiffs’ and the Class Members’ reasonable expectations of privacy; (f) whether Sea
4 Mar omitted or concealed material facts from Plaintiffs and the Class Members; (g) whether Sea
5 Mar’s privacy policy disclosed Sea Mar’s conduct; and (h) whether Sea Mar gave adequate notice
6 of the Data Incident. *See* CR 23(a)(2); *Smith v. Behr Process Corp.*, 113 Wn. App. 306, 320, 54
7 P.3d 665 (2002).

8 6. The typicality requirement is satisfied because Plaintiffs’ claim arises from the
9 same course of conduct that gives rise to the claims of other Class Members and is based on the
10 same legal theory. *See* CR 23(a)(3); *Pellino v. Brink’s Inc.*, 164 Wn. App. 668, 267 P.3d 383, 392
11 (2011).

12 7. The adequacy requirement is satisfied because Plaintiffs have no interests
13 antagonistic to the other Class Members and are represented by qualified counsel. *See Hansen v.*
14 *Ticket Track, Inc.*, 213 F.R.D. 412, 415 (W.D. Wash. 2003).

15 8. The predominance requirement is satisfied because there is a “common nucleus of
16 operative facts” to each Class Member’s claim, and all Class Members were subject to the same
17 conduct by Defendant. *See* CR 23(b)(3); *Chavez v. Our Lady of Lourdes Hosp. at Pasco*, 190
18 Wn.2d 507, 516, 415 P.3d 224 (2018).

19 9. The superiority requirement is satisfied because the resolution of approximately 1.2
20 million claims in one action is far superior to individual lawsuits and promotes consistency and
21 efficiency of adjudication, particularly in a case like this one with modest individual damages. *See*
22 CR 23(b)(3); *Chavez*, 190 Wn.2d at 518-23.

23 10. For the purposes of settlement, the Court appoints Alan Hall, Jeffrie Alan Summers
24 II, and Kristina Wright as ~~the~~ class representatives.

25 11. The Court appoints Morgan & Morgan Complex Litigation Group, ~~–~~ Milberg
26 Coleman Bryson Phillips Grossman PLLC, and Hagens Berman Sobol Shapiro LLP as Class
Counsel.

Commented [JMS1]: HBSS is not listed as class counsel in the notices.

1 12. The Court appoints and has jurisdiction over Kroll Business Services as the
2 Settlement Administrator. As provided for in the Settlement Agreement, the Settlement
3 Administrator shall disseminate notice to Class Members, by mail, track responses, mail
4 Settlement Awards, ~~and~~ arrange for the filing of tax forms and payments (if any) relating to the
5 Settlement Fund, and perform such other duties as are called for by the Settlement Agreement or
6 ordered by the Court.

7 13. The Court approves, as to form and content, the Notices attached as exhibits to the
8 Settlement Agreement that the Parties have prepared (collectively the “notices”). The notices
9 provide all of the information Class Members need to evaluate and respond to the Settlement,
10 including: the nature of the litigation; the general terms of the proposed Settlement; their rights
11 under the Settlement; an explanation of how they can object to or exclude themselves from the
12 Settlement; the identity of Class Counsel and that Class Counsel will request attorneys’ fees and
13 expenses from the Settlement Fund; and the date and time of the Final Approval Hearing. The
14 notices also direct Class Members to a website established by the Settlement Administrator that
15 will provide additional information about the Settlement, as well as a toll-free number for the
16 Settlement Administrator that Class Members can call with questions about the Settlement.

17 14. The Court also approves the parties’ plan for disseminating notice, which will
18 ensure that Class Members receive “the best notice practicable under the circumstances.” See CR
19 23(c)(2). Issuance of notice substantially in the manner set forth in the Settlement Agreement
20 satisfies the requirements of due process and applicable state and federal law and constitutes due
21 and sufficient notice to all members of the Settlement Class.

22 15. Within 10 days of the date of this order, Defendant shall provide the Settlement
23 Class List to the Settlement Administrator.

24 16. Within 30 days of this order, the Settlement Administrator shall distribute notice to
25 all Class Members as provided in the Settlement Agreement. The date the Settlement
26 Administrator distributes notice is the “Settlement Notice Date.”

Commented [JMS2]: The notices refer to the federal case, not the state court case, including in the instructions for opting out or objecting.

1 17. Any Class Member may exclude himself or herself from the Settlement by
2 submitting a written request to the Settlement Administrator no later than 60 days after the
3 Settlement Notice Date. Following final approval of the Settlement and the occurrence of the
4 Effective Date, each Class Member who does not submit a timely, valid request for exclusion shall
5 be bound by the releases in the Settlement Agreement.

Commented [JMS3]: The notices say 50 days.

6 18. Any Class Member may object to the Settlement by submitting a written statement
7 to the Settlement Administrator by 60 days after the Settlement Notice Date. The statement of
8 objection must include the information stated in Paragraph 65 of the Settlement Agreement. Any
9 objector or their attorney may appear at the Final Approval Hearing. In order to do so, such
10 objectors or their attorneys must file a notice of appearance with the Court no later than 10 days
11 before the Final Approval Hearing and send a copy of the notice of appearance to Class Counsel
12 and Defendant's Counsel.

Commented [JMS4]: The notices say objection must be filed with the court, and reference the federal case.

Commented [JMS5]: The notices say 50 days.

13 19. Responses from the Parties to any objections from Class Members shall be filed no
14 later than 14 days prior to the Final Approval Hearing.

15 20. Class Counsel shall file their motion for entry of the Final Approval Order, final
16 approval of the Settlement, and their motion for attorneys' fees and reimbursement of costs and
17 for service awards to the class representatives no later than 14 days prior to the Final Approval
18 Hearing.

19 21. The Final Approval Hearing shall be held before this Court [at least 120 days after
20 this order] on _____, 2022 at _____. in the courtroom of the Honorable ~~Chief Judge Tanya L.~~
21 ~~Thorp~~ Suzanne R. Parisien, King County Superior Court, ~~401 4th Ave. N., Kent~~ 516 Third Ave.,
22 Courtroom W-355, Seattle, Washington, 9803298104. |

Commented [TL6]: Can you put the correct address for our judge?

23 22. At the hearing, the Court will consider whether the prerequisites for class
24 certification and treatment under CR 23(a) and (b)(3) are satisfied and whether the Settlement is
25 fair, reasonable, and adequate, and should be approved by the Court. The Court will also consider
26 Class Counsel's motion for attorneys' fees and costs and for service awards to the class
representatives, and rule on any other matters that the Court deems appropriate.

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

1 23. The Court retains jurisdiction over the Action and all matters arising out of or
2 connected with the proposed Settlement. All deadlines in the current Case Scheduling Order are
3 hereby stricken, including the trial date, and all proceedings in the Action are hereby stayed other
4 than proceedings relating to the consideration of whether the Settlement should be approved. The
5 Court reserves the right to adjourn or continue the date of the Final Approval Hearing without
6 further notice to Class Members and retains jurisdiction to consider all further applications arising
7 out of or connected with the Settlement. After the Final Approval Hearing, the Court may approve
8 the Settlement without further notice to Class Members.

9 24. If the Court does not enter the Final Approval Order, or if the Effective Date does
10 not occur for any reason, then the Action shall proceed as if the Settlement Agreement had not
11 been executed. In that event, the Parties shall meet and confer and present the court with a proposed
12 revised case scheduling order.

13 IT IS SO ORDERED.

14 DATED this __ day of June, 2022.

15 E-signature on last page.

16 SUPERIOR COURT JUDGE SUZANNE R. PARISIEN

17 Presented by:

18 **HAGENS BERMAN SOBOL SHAPIRO LLP**

19 By: /s/ Thomas E. Loeser

20 THOMAS E. LOESER (WSB# 38701)

21 1301 Second Ave, Suite 2000

22 Seattle, WA 98101

23 (206) 623-7292

23 toml@hbsslw.com

24 **MORGAN & MORGAN COMPLEX**
25 **LITIGATION GROUP**

26 JOHN A. YANCHUNIS (*Pro Hac Vice*)

26 RYAN D. MAXEY (*Pro Hac Vice*)

Commented [JMS7]: Have they been admitted PHV?

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

1 201 N. Franklin Street, 7th Floor
2 Tampa, FL 33602
3 (813) 223-5505
4 jyanchunis@ForThePeople.com
5 rmaxey@ForThePeople.com

6 **MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC**

7 Gary M. Klinger (*Pro Hac Vice*)
8 227 W. Monroe Street, Suite 2100
9 Chicago, IL 60606
10 Phone: 866.252.0878
11 Email: gklinger@milberg.com

12 *Attorneys for Plaintiff and the Putative Class*

IT IS SO ORDERED.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Dated: _____

Hon. Suzanne R. Parisien
Superior Court of the State of Washington
King County