

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

Jeffrie Allan Summers II v. Sea Mar Community Health Centers,
Case No. 2-2-00773-7-SEA, Case No. 2:22-cv-00184-RSL-TLF (Wash. Super. Ct.)

**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 Superior 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 (“Private Information”).
- The lawsuit is called *Jeffrie Allan Summers II v. Sea Mar Community Health Centers*, Case No. 2-2-00773-7-SEA (Wash. Super. Ct.), and is pending in the Superior Court of the State of Washington in and for the 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 Private Information was maintained on Defendant’s computer systems and/or network that was potentially compromised in the Data Incident. The Settlement Class does not include (a) Defendant and its officers and directors; (b) all Settlement Class Members who timely and validly submit requests for exclusion from the Settlement Class; and (c) 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* (a legal term that means, “I do not wish to contend”) to any such charge; and (d) members of the judiciary to whom this case is assigned, their families, and members of their staff. Eligible Settlement Class Members will be mailed notice of their eligibility, and Settlement Class Membership will be verified against that emailed list.
- Settlement Class Members are eligible to receive the following relief: (1) up to \$2,500 in reimbursement for Ordinary Losses consisting of actual documented Out-of-Pocket Losses incurred as a result of the Data Incident, documented Unreimbursed Identity Protection Expenses, and up to 10 hours of lost time spent remediating the issues related to the Data Incident (at \$30 per hour); (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, with 3-Bureau credit monitoring, a \$1 million dollar insurance policy, and

identity restoration services. The Settlement Administrator will post additional information about the payment amount on www.CommunityHealthDataIncident.com. 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 www.CommunityHealthDataIncident.com.

- 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 December 30, 2022 .
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 www.CommunityHealthDataIncident.com . The deadline to exclude from the Settlement is October 31, 2022 .
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is October 31, 2022 .
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 December 9, 2022, at 9:00 a.m. PT .
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 www.CommunityHealthDataIncident.com.
- 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.
- *Visite www.CommunityHealthDataIncident.com para obtener una copia de este aviso en español.*

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 of the State of Washington in and for the King County is overseeing this class action. The case is called *Jeffrie Allan Summers II v. Sea Mar Community Health Centers*, Case No. 2-2-00773-7-SEA (Wash. Super. Ct.) (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 necessary to protect patient, employee, and guarantor Private Information that it maintained on its computer systems, 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 www.CommunityHealthDataIncident.com.

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 your Private Information was maintained on Defendant's computer systems and/or network that was potentially compromised in the Data Incident. Eligible Settlement Class Members will have been mailed notice of their eligibility (including from *Sea Mar Data Breach*, c/o Kroll Settlement Administration LLC, P.O. Box 5324, New York, NY 10150-5324), 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 toll-free at **1-833-512-2312** or by visiting the Settlement Website at **www.CommunityHealthDataIncident.com**.

This Settlement Class does not include: (a) Defendant and its officers and directors; (b) all Settlement Class Members who timely and validly submit requests for exclusion from the Settlement Class; and (c) 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* (a legal term that means, "I do not wish to contend") to any such charge; and (d) members of the judiciary to whom this case is assigned, their families, and members of their staff.

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 documented Out-of-Pocket Losses, documented Unreimbursed Identity Protection Expenses, and up to 10 hours of lost time spent remedying the issues related to the Data Incident (at \$30 per hour) ("Attested Lost Time"); (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, with 3-Bureau credit monitoring, a \$1 million dollar insurance policy, and identity restoration services.

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 incurred as a result of the Data Incident, documented Unreimbursed Identity Protection Expenses between December 1, 2020, and December 30, 2022, or Attested Lost Time, you may be eligible to receive reimbursement up to a total of \$2,500 per Settlement Class Member. Out-of-Pocket Losses incurred as a result of the Data Incident may include, without limitation, expenses unreimbursed costs associated with fraud or identity theft, including professional fees and fees for credit repair services and miscellaneous expenses, such as (i) notary, (ii) fax, (iii) postage, (iii) copying, (iii) mileage, and (iv) 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 December 30, 2022.

- For Attested Lost Time spent remedying the issues related to the Data Incident, you may receive reimbursement for up to 10 hours at \$30 per hour, if at least one full hour was spent remedying issues related to the Data Incident. You must attest that any claimed lost time was spent remedying the issues related to the Data Incident.
- For complete details, please see the Settlement Agreement, whose terms control, available at www.CommunityHealthDataIncident.com. 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 www.CommunityHealthDataIncident.com, 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 \$100.

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, among other things, arising from financial fraud or identity theft, you may be eligible to receive reimbursement up to a total of \$25,000 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, December 30, 2022; (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 IDX Identity Protection Services, with 3-Bureau credit monitoring, a \$1 million dollar insurance policy, and 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, with 3-Bureau credit monitoring, a \$1 million dollar insurance policy, and identity restoration services.
- Settlement Class Members will be provided an access code in the Notice to enable them to enroll in the IDX Identity Protection Services. The three years of IDX Identity Protection Services will begin to run 15 days after the Effective Date of the Settlement. You will need to enroll in the services. You will be able to enroll at any point during the three-year period the services are offered. (For example, you could enroll at the end of year two and still have one year of coverage remaining.)

Maximum Settlement Contribution: Under this Settlement, the maximum total amount Defendant may be required to pay is \$4,400,000. This maximum includes reimbursements for Ordinary Losses, cash payments of up to \$100 in the alternative to compensation for Ordinary Losses, reimbursements for Extraordinary Losses, the costs of 36 months of IDX Identity Protection Services, attorneys' fees, costs, and expenses awarded by the Court to Class Counsel, any awarded class representative service awards, and notice and administrative costs for the Settlement. In no event shall Defendant's total financial obligation under the Settlement exceed \$4,400,000.

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 www.CommunityHealthDataIncident.com or by USPS mail. Claim Forms are only available through the Settlement Website at www.CommunityHealthDataIncident.com.

Claims will be subject to a verification process. You will need the Unique ID provided on the front of your postcard Notice to fill out a Claim Form. **All Claim Forms must be received online or postmarked on or before December 30, 2022.**

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **December 9, 2022, at 9 a.m. PT**. If the Court approves the Settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be sent payment 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 180 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, at your own cost, 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 in attorneys' fees and \$30,000 in litigation costs and expenses. Class Counsel will also request Service Awards of up to \$2,500 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 www.CommunityHealthDataIncident.com. 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 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 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”) 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. The Released Claims include the release of Unknown Claims.

The Settlement Agreement in Section II, paragraph 35 and Section XIII, paragraphs 78-79, describe the Release, Released Claims, and Unknown Claims in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.CommunityHealthDataIncident.com or in the public court records on file in this lawsuit. For questions regarding Releases and what they mean, you can also contact one of the lawyers listed in Question 17 for free, or you can, talk to your own lawyer at your own expense.

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 Plaintiffs, any Settlement Class Member, or any Releasing Party 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: (1) the name of the proceeding, *Jeffrie Allan Summers II v. Sea Mar Community Health Centers*, Case No. 2-2-00773-7-SEA (Wash. Super. Ct.); (2) your full name; (3) your current address; (4) your personal signature; and (5) 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. You must mail your exclusion request, postmarked no later than **October 31, 2022**, to the following address:

Sea Mar Data Breach
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

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 for download at www.CommunityHealthDataIncident.com.

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 of the settlement by filing an objection. To object, you must file written notice with the Court stating that you object to the Settlement in *Jeffrie Allan Summers II v. Sea Mar Community Health Centers*, Case No. 2-2-00773-7-SEA (Wash. Super. Ct.), no later than **October 31, 2022**. Your objection should be filed with the Court, which you can do by mailing your objection and any supporting documents to the Superior Court of the State of Washington in and for the King County at the following address:

King County Superior Court
516 Third Ave.
Room E-609
Seattle, Washington 98104

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 the identity of any and all attorneys representing you in the objection.

The objection must be in writing and include the case name, *Jeffrie Allan Summers II v. Sea Mar Community Health Centers*, Case No. 2-2-00773-7-SEA (Wash. Super. Ct.). Your objection must also include, among other things, the following information: (1) your full name, current mailing address, telephone number, and email address; (2) all arguments, citations, and evidence supporting the grounds for your objection, as well as any legal basis and documents supporting the objection; (3) 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; (4) the identity of any and all attorneys representing the objector; (5) a statement regarding whether the objector (or his or her attorney) intends to appear at the Final Approval Hearing; and (6) the signature of the objector or his or her attorney.

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 **October 31, 2022**:

Class Counsel	Defense Counsel
Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606	Randy J. Aliment LEWIS BRISBOIS BISGAARD & SMITH, LLP 1111 Third Avenue, Suite 2700 Seattle, WA 98101
John A. Yanchunis MORGAN & MORGAN COMPLEX LITIGATION GROUP 201 N Franklin Street, 7 th Floor Tampa, FL 33602	

Class Counsel will file their request for attorneys' fees, costs, and expenses and Service Award Payments for the Class Representatives with the Court, which will also be posted on the Settlement Website, at www.CommunityHealthDataIncident.com.

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 **December 9, 2022**, at **9 a.m. PT** at the 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 Award Payments 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, www.CommunityHealthDataIncident.com, 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 www.CommunityHealthDataIncident.com.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT WWW.COMMUNITYHEALTHDATAINCIDENT.COM, BY CALLING TOLL-FREE AT, **1-833-512-2312** OR WRITING TO:

Sea Mar Data Breach
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

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