

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

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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

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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

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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 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

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 remedying 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 remedying the issues related to the Data Incident, you may receive reimbursement for up to 10 hours at \$30 per hour.

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- 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?

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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?

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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

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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

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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.

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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 | \$ □ □ □ □ . □ □ | |
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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 | | | | | | | | | | | | | | | | | | | | | | | | |
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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: - -
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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].