

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by and between Krysta Hakkila and Ida Vetter ("Plaintiffs"), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 24), and Defendant Neuromusculoskeletal Center of the Cascades, PC and Cascade Surgicenter, LLC ("Cascade" or "Defendants") (collectively the "Parties"), in the action *Hakkila et al. v. Neuromusculoskeletal Center OfThe Cascades, PC et al.*, Case No.25CV4659, filed on September 25, 2024 in the Circuit Court of Deschutes County, Oregon (the "Action").

RECITALS

WHEREAS, between October 2, 2023, and October 3, 2023, Defendants experienced a cyber-attack that resulted in the unauthorized access to certain data on their networks, of which Defendants notified affected individuals on or about December 1, 2023, and which is the subject of the allegations and claims in the Action (the "Data Incident").

WHEREAS, on September 25, 2024, Plaintiff Hakkila filed the Action against Defendants in the Circuit Court of Deschutes County, Oregon *Hakkila et al. v. Neuromusculoskeletal Center OJThe Cascades, PC et al.*, Case No. 25CV4659. That action was later amended on December 9, 2025, to add Plaintiff Vetter. Plaintiffs brought the following claims in their amended complaint: negligence, negligence *per se*, breach of fiduciary duty, breach of implied contract, unjust enrichment, violations of Oregon Unlawful Trade Practices Act, declaratory judgement and invasion of privacy. Plaintiffs alleged that the Data Incident exposed the personally identifiable or protected health infonnation of Plaintiffs and the class;

WHEREAS, Defendants filed an Answer to the First Amended Complaint on January 17, 2025;

WHEREAS, the Parties, desiring to avoid the time and expense of litigation, agreed to explore early resolution of the Action and scheduled a private mediation;

WHEREAS, on June 23, 2025, the Parties engaged in a full day mediation with Hon. David E. Jones, Ret. During that mediation, the Parties succeeded in reaching an agreement on the principal terms of a settlement, subject to final mutual agreement on all the necessary documentation;

WHEREAS, Defendants deny the allegations and causes of action pleaded in the Action and otherwise deny any liability to Plaintiffs whatsoever;

WHEREAS, following prolonged and extensive arm's length negotiations, the Parties reached an agreement of the essential terms of a settlement;

WHEREAS this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiffs in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation oflaw, or liability ofany kind on the part of Released

Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. "Alternative Cash Payment" means a cash payment of \$80, which can be claimed by a Settlement Class member in lieu of reimbursement for Ordinary Expenses, Extraordinary Expenses, Attested Time or Credit Monitoring.

2. "Approved Claim" means the timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

3. "Attested Time" means time Settlement Class Members spent monitoring accounts or otherwise dealing with issues related to the Data Incident, up to a maximum of four (4) hours at \$25/hour, supported by an attestation detailing when, how, and why the time was spent and that the activities were related to the Data Incident, and provided that the time was spent between October 2, 2024 and the date of the submission of the claim.

4. "Claim Form" means the form(s) Participating Settlement Class Members must submit to be eligible for Credit Monitoring Services, Out-of-Pocket Expenses, Financial Losses, Attested Time, or an Alternative Cash Payment under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**.

5. "Claims Deadline" means the deadline by which Settlement Class Members must submit valid Claim Form(s), which deadline is ninety (90) days after the Notice Deadline.

6. "Claims Period" means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

7. "Claims Review Process" means the process for reviewing and determining whether claims are valid as set forth in Paragraph 45.

8. "Court" means the Circuit Court of Deschutes County, Oregon.

9. "Credit Monitoring Services" means two years of the Cyex Medical Shield Total, which includes \$1,000,000 in identity theft protection insurance as provided for in Paragraph 42.

10. "Data Incident" means the cybersecurity incident affecting Defendants which occurred on or near October 2, 2023, and October 3, 2023, about which Defendants notified

affected individuals on or about September 23, 2024, and which is the subject of the allegations and claims in the Action.

11. "Defendants' Counsel" means Joseph McNelis and Brent Sedge of Constangy, Brooks, Smith & Prophete, LLP.

12. "Effective Date" means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment, or entry of the Final Approval Order and Judgment if no person or entity has standing to appeal or seek reconsideration; (ii) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys' fees, costs, and expenses or Service Award to a Class Representative shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

13. "Extraordinary Expenses" means monetary losses up to \$2,500 that meet the following conditions: (1) the loss is an actual, documented, unreimbursed monetary loss arising from identity theft, fraud, or similar misuse; (2) the loss from identity theft, fraud, or misuse was more likely than not caused by the Data Incident; (3) the actual identity theft, misuse, or fraud loss is not already covered by one or more of the other reimbursement categories; (4) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance; and (5) the actual misuse or fraud loss occurred between October 2, 2023, and the date of the submission of the claim.

14. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys' fees, costs, and litigation expenses in connection with this Action, but which in no event shall exceed the total sum of \$265,000.00.

15. "Final Approval Order and Judgment" means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Oregon Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

16. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement.

17. "Litigation Costs and Expenses" means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

18. "Notice" means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the forms attached hereto as **Exhibit A** ("Short Form Notices") and **Exhibit B** ("Long Form Notice"). Subject to Court approval, notice shall be

provided to the Settlement Class as follows: (a) by postcard notice to each Settlement Class member for whom Defendants or the Settlement Administrator can ascertain a mailing address with reasonable effort, including a reminder notice 30 days before the close of the Claims Period if the claims rate is less than 2% at that time after the initial notice; and (b) and by posting notice on a website to be established by the Settlement Administrator.

19. "Notice Deadline" means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

20. "Notice and Administrative Expenses" means the fees and expenses incurred and charged by the Settlement Administrator for the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms.

21. "Objection Deadline" is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

22. "Opt Out" means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

23. "Opt-Out Deadline" is the last day on which a Settlement Class Member may submit a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

24. "Ordinary Expenses" means documented costs or expenditures up to a maximum \$500 that a Settlement Class Member actually incurred because of the Data Incident between October 2, 2024, and the date of the submission of the claim, including out of pocket expenses incurred as a result of the Data Incident, fees for credit reports, credit monitoring, or other identity theft insurance products purchased as a result of the Data Incident.

25. "Participating Settlement Class Member" means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 54.

26. "Personal Information" means information that identifies an individual or in combination with other information can be used to identify, locate, or contact an individual, including but not limited to names, addresses, phone numbers, email addresses, dates of birth, Social Security numbers, driver's license numbers, state ID numbers, financial account and routing numbers, financial institution names, credit card information, debit card information, medical treatments, medical diagnoses, prescription information, provider names, medical record numbers, Medicare ID numbers, Medicaid ID numbers, health insurance information, treatment costs, and digital signatures. The term "Personal Information" is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

27. "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 Oregon Code of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

28. "Released Claims" means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description-whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable-that are based on, arise out of, or in any way relate to the Data Incident or any of the facts alleged or claims asserted in the Action (including the Class Action Complaint and any amendment thereto), Defendants' information security policies and practices, or Defendants' maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or any of other source of law.

29. "Released Parties" means Defendants and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendants' and these entities' respective predecessors, successors, assigns, officers, directors, employees, owners, members, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees, and assigns. Each of the Released Parties may be referred to individually as a "Released Party."

30. "Releasing Parties" and a "Releasing Party" means the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

31. "Request for Exclusion" means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 54.

32. "Service Award Payment" means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of his role in this Action, which shall not exceed \$5,000.00, as set forth in Paragraph 67.

33. "Settlement" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

34. "Settlement Administrator" means Simpluris, subject to Court approval.

35. "Settlement Class" means "All individuals to whom Defendants mailed written notification that their personal information was compromised in the Data Incident that occurred on or around October 2, 2023." Defendants represent that the Class contains a total of 22,796 individuals.

36. "Settlement Class Counsel" means Raina C. Borrelli of Strauss Borrelli PLLC and John Nelson of Milberg.

37. "Settlement Class List" means the list of the names and current or last known mailing address information for Settlement Class Members Defendants used to inform individuals of the Data Incident, to the extent reasonably available, which Defendants shall provide to the Settlement Administrator within fourteen (14) days of entry of the Preliminary Approval Order.

38. "Settlement Class Member" means an individual who falls within the definition of the Settlement Class.

39. "Settlement Class Representative" means Krysta Hakkila and Ida Vetter.

40. "Settlement Payment" or "Settlement Check" mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 46.

41. "Settlement Website" means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 52.

SETTLEMENT BENEFITS AND REIMBURSEMENT

42. Subject to the terms of this Settlement Agreement, Defendants shall make all of the following benefits available to Settlement Class Members who do not timely and validly opt-out of participation in this Settlement. Settlement Class Members who submit a valid and timely Claim Form may receive benefits from each and all applicable claim categories (a), (b), (c), and (d) below or, in the alternative, they may receive an alternative cash payment detailed in category (e).

- a. **Credit Monitoring Services.** Settlement Class Members shall be offered an opportunity to enroll in two years of the Cyex Medical Shield Total Product as set forth in Paragraph 9; and
- b. **Extraordinary Expenses** of up to a total of \$2,500.00 per person with supporting third-party documentation provided that (1) the loss is an actual, unreimbursed monetary loss arising from identity theft, fraud, or similar misuse, supported by third-party documentation; (2) the loss from identity theft, fraud, or misuse was more likely than not caused by the Data Incident; (3) the actual identity theft, misuse, or fraud loss is not already covered by one or more of the other reimbursement categories; (4) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance; and (5) the actual misuse or fraud loss occurred between October 2, 2024, and the submission of the claim; and
- c. **Ordinary Expenses** of up to \$500 per person with supporting third-party documentation for out-of-pocket expenses actually incurred because of the Data Incident and which have not already been reimbursed by a third party or other source, including costs for fraud or identity protection, professional fees, credit repair services, and other expenses, so long as the costs were incurred between the date of the breach

notice by Defendants on October 2, 2024, and the date of the submission of the claim; and

- d. **Compensation for Attested Time** of up to five (4) hours at a rate of \$25.00 per hour (for a total of \$100.00) for time actually spent by the claimant responding to issues raised by the Data Incident if at least one full hour was spent dealing with the Data Incident, upon submission of a sworn attestation detailing when, how, and why the time was spent and that the activities were related to the Data Incident, and provided that the time was spent between October 2, 2024, and the submission of the claim; or
- e. **An Alternative Cash Payment** of \$80 (in lieu of claims for Extraordinary Expenses, Ordinary Expenses, Attested Time, and Credit Monitoring).

43. **Business Practice Commitments.** Defendants will provide a confidential description to Class Counsel of its information security improvements since the Data Incident and confirming that those changes benefit the Settlement Class. The cost of such enhancements have been or will be paid by Defendants separate and apart from all other settlement benefits.

CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

44. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendants' Counsel.

45. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim for Credit Monitoring Services, Out-of-Pocket Expenses, Financial Losses, or Attested Time, is valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. In determining whether claimed Ordinary Expenses and Extraordinary Expenses are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after October 2, 2024; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.

- d. 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 making a determination as to its validity.
- e. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendants as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- f. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services, Ordinary Expenses, Extraordinary Expenses, Attested Time, or Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- g. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one(21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

46. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Ordinary Expenses, Extraordinary Expenses, Attested Time, and Alternative Cash Payments, and also provide funding instructions to Defendants. Within forty-five (45) days of receiving this accounting, Defendants or their representative shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Ordinary Expenses, Extraordinary Expenses, Attested Time, and Alternative Cash Payments in accordance with the terms of this Agreement. The Settlement Administrator shall then disburse payments to the Settlement Class Members in accordance with their respective Approved Claims.
- b. Payments issued by the Settlement Administrator for Approved Claims for Ordinary Expenses, Extraordinary Expenses, Attested Time, and Alternative Cash Payments,

shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 45.a.

- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

47. **Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

48. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Participating Settlement Class Member, if such contact information is known, to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

49. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

SETTLEMENT CLASS NOTICE

50. **Timing of Notice.** Within fourteen (14) days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid mailing address. The Settlement Administrator shall disseminate a reminder notice thirty (30) days before the close of the Claims Period if the claims rate is less than 2% after the initial notice. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

51. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. Additionally notice will include a reminder notice 30 days before the close of the Claims Period if the claims rate is less than 2% at that time after the initial notice. The Settlement Administrator shall have

discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Defendants' Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

52. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit Claim Forms online via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

53. **Cost of Notice and Administration.** Defendants will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraph 41.

OPT-OUTS AND OBJECTIONS

54. **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 Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. 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.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport
 - (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or
 - (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for

Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement.

55. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys' fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a list of all other lawsuits (if any) in which you and/or your attorney has submitted an objection to a class action settlement within the last three (3) years; and, (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked no later than the Objection Deadline. 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 and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this paragraph. Within seven (7) days after the Objection Deadline, the Claims Administrator shall provide the Parties with all objections submitted.

DUTIES OF THE SETTLEMENT ADMINISTRATOR

56. **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. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail;

- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response 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 in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendants' Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendants' Counsel that include information regarding claims, objections, Opt Outs and other data agreed to between Settlement Class Counsel, Defendants' Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit 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; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendants' Counsel, and the Settlement Administrator.

PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

57. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement 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. Excluded from the Settlement Class are (i) Defendants, their officers and directors; (ii) all Settlement Class Members who timely and validly

request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) 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. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendants reserve the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representatives as the representatives for the Settlement Class.

58. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendants' counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure it is approved by Defendants. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

59. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement at least fourteen days in advance of the Final Approval Hearing, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than 120 days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendants' counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that it is approved by Defendants.

60. **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 between the Parties 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 consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendants.

MODIFICATION AND TERMINATION

61. **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 or Defendants under this Agreement.

62. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendants shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

63. **Effect of Termination.** In the event of a termination as provided in Paragraph 61, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

RELEASES

64. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims, including Unknown Claims.

65. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties 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 Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, each-Releasing Party 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 territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties 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 Released Claims or relation of the Released Parties thereto, 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. The

Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

66. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, 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 and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

SERVICE AWARD PAYMENTS

67. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment in an amount not to exceed \$5,000.00 for each of the Settlement Class Representatives in recognition for their contributions to this Action. Defendants shall pay the Court-approved Service Awards to an account established by Settlement Class Counsel within fourteen (14) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Awards. Defendants' obligations with respect to the Court-approved Service Award shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Service Award. Nor shall Defendants be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any Service Award. This amount was negotiated after the primary terms of the settlement were negotiated.

68. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of the Service Award is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for termination of this Agreement.

ATTORNEYS' FEES, COSTS, EXPENSES

69. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for an award of attorneys' fees and Litigation Costs and Expenses, to be paid by Defendants, in an amount not to exceed \$265,000.00. Defendants shall pay the Court-approved Fee Award and Costs to an account established by Settlement Class Counsel within fourteen (14) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendants' obligations with respect to the Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendants shall have no responsibility

for, interest in, or liability whatsoever with respect to any distribution or allocation of Fee Award and Costs. Nor shall Defendants be responsible for any tax obligations or payments associated with the Fee Award and Costs. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any attorneys' fees or Litigation Costs and Expenses. The amount of attorneys' fees and Litigation Costs and Expenses was negotiated after the primary terms of the Settlement were negotiated.

70. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of attorneys' fees and Litigation Costs and Expenses approved and awarded by the Court or any appeal thereof. The amount and timing of attorneys' fees and Litigation Costs and Expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of attorneys' fees or Litigation Costs and Expenses shall constitute grounds for termination of this Agreement.

NO ADMISSION OF LIABILITY

71. **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 that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

72. **No Use of 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 any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; 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 the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

MISCELLANEOUS

73. **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.

74. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

75. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

76. **Other Litigation.** Plaintiffs and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendants or any Released Parties with respect to any Released Claims or otherwise related to any of the allegations or claims alleged in the Action.

77. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

78. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

79. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

80. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

81. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

82. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

83. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

84. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Oregon, without regard to choice of law principles.

85. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

86. **Notices.** All notices to Settlement Class Counsel and counsel for Defendants provided for herein, shall be sent by U.S. Mail and email to:

Raina C. Borrelli
STRAUSSBORRELLIPLLC

980 N Michigan Ave, Suite 1610
Chicago, IL 60611
cmiller@straussborrelli.com
raina@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by email to:

Joseph McNelis
Brent Sedge
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
1650 Market Street
Suite 3600
Philadelphia, Pennsylvania 19103
jmcnelis@constangy.com
bsedge@constangy.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

87. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she or they signs this Agreement to all of the terms and provisions of this Agreement.

[SIGNATURE PAGE TO FOLLOW-REMAINDER OF PAGE LEFT BLANK]

SIGNATURES

Krysta Hakkila and

By: Krysta Hakkila

Date: 08 / 14 / 2025

Ida Vetter

By: _____

Date: _____

Neuromusculoskeletal Center of The Cascades, PC and Cascade Surgicenter, LLC.

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: Raina Borrelli
Raina C. Borrelli

Date: 08 / 14 / 2025

By: _____
John Nelson

Date: _____

Counsel for Defendants

By: _____
Joseph McNelis
Brent Sedge

Date: _____

[SETTLEMENT TIMELINE PAGE TO FOLLOW]

SIGNATURES

Krysta Hakkila and

By: _____

Date: _____

Ida Vetter

By: *Ida Vetter*
[Encl4.202510-25-31PDT](#)

Date: 08/14 2025

Neuromusculoskeletal Center of The Cascades, PC and Cascade Surgicenter, LLC.

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffe and the Settlement Class

By: _____

Date: _____

Raina C. Borrelli

By: *John Nelson*
John Nelson

Date: 8/14/2025

Counsel for Defendants

By: _____

Date: _____

Joseph McNelis

Brent Sedge

[SETTLEMENT TIMELINE PAGE TO FOLLOW]

SIGNATURES

Krysta Hakkila and

By: _____

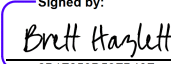
Date: _____

Ida Vetter

By: _____

Date: _____

Neuromusculoskeletal Center of The Cascades, PC and Cascade Surgicenter, LLC.

By:  _____
Signed by:
2B1F250D53FB48F...

Date: 8/14/2025

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

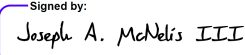
By: _____
Raina C. Borrelli

Date: _____

By: _____
John Nelson

Date: _____

Counsel for Defendants

By:  _____
Signed by:
31E8049788B0494...
Joseph McNelis
Brent Sedge

Date: 8/14/2025

[SETTLEMENT TIMELINE PAGE TO FOLLOW]

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Defendants provide list of Settlement Class Members to the Settlement Administrator	14 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	No later than 28 days after Preliminary Approval, or prior to the Settlement Website going live
Notice Date	30 days after Preliminary Approval.
Reminder Notice	60 days after Notice Date (if needed)
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	7 days after the Objection and Opt Out Deadlines
<u>Final Approval Hearing</u>	120 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
<u>Following Final Approval</u>	
Payment of Attorneys' Fees and Expenses Class Representative Service Award	14 days after Effective Date
Settlement Website Deactivation	90 days after Effective Date

— EXHIBIT A —

Cascade Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

***Hakkila et al. v. Neuromusculoskeletal
Center Of The Cascades, PC***
Case No. 25CV4659

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE OCTOBER 2023
NEUROMUSCULOSKELETAL CENTER OF THE
CASCADES, AND CASCADE SURGICENTER,
DATA INCIDENT, A PROPOSED CLASS
ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS, AND ENTITLE YOU TO BENEFITS
AND A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

**THIS NOTICE IS ONLY A SUMMARY.
VISIT WWW.SETTLEMENTWEBSITEJ.COM
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.**



First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with Neuromusculoskeletal Center of the Cascades, PC, and Cascade Surgicenter, LLC ("Cascade") in a class action lawsuit. The case is about the October 2023 cyberattack on Cascade's computers (the "Data Incident"). Files containing personal information were accessed. Cascade denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: "All individuals to whom Defendants mailed written notification that their personal information was compromised in the Data Incident that occurred on or around October 2, 2023."

The Court has appointed experienced attorneys, called "Settlement Class Counsel," to represent the Class.

What are the Settlement benefits?

You can select between two sets of options.

Option 1: (a) You can claim two years of **Medical Data Monitoring Services**. (2) If you have documented losses you can get back up to **\$500** for out-of-pocket expenses and up to **\$2,500** for fraud or identity theft losses. (3) If you spent time fixing problems caused by this incident, you can get back \$25/hour for up to four hours (up to **\$100**).

Option 2: *instead of any benefits from Option 1*, you can get a one-time **\$80** payment. Full details and instructions are available online.

How do I receive a benefit?

If you are claiming out-of-pocket expenses, losses for identity theft/fraud, or lost time, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or mailed by [Claims Deadline]**.

What if I don't want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Cascade for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement?

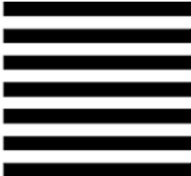
The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Settlement Class Counsel's request for attorneys' fees and costs of up to \$265,000, and \$5,000 for each of the Settlement Class Representatives. You may attend the hearing at your own cost, but you do not have to.

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



Cascade Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958



Cascade Data Incident Settlement

«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return by U.S.

Mail no later than **Claims Deadline**.

Login ID: «LoginID»

PIN: «PIN»

Only one Claim Form per Class Member.

INSTRUCTIONS: Use this card to submit your claim for either Medical Data Monitoring Services or the Alternative Cash Payment. You may claim **only one** cash payment.

To claim cash payments for out-of-pocket expenses, losses from identity theft or fraud, or lost time, visit the settlement website at **www.[SettlementWebsite].com**. To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

☐ Check this box to enroll in one year of **Medical Data Monitoring Services**.

OR

☐ Check this box to claim a one-time \$80.00 **Alternative Cash Payment**.

How would you like to be paid:

Check one: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to above address)

For digital payment options, please **PRINT** your email address LEGIBLY on the line below and doublecheck that it is correct:

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Hakkila et al. v. Neuromusculoskeletal Center Of The Cascades, PC

Case No. 25CV4659

Circuit Court of Deschutes County, Oregon

IF YOUR PERSONAL INFORMATION WAS COMPROMISED IN THE
OCTOBER 2023 NEUROMUSCULOSKELETAL CENTER OF THE CASCADES
AND CASCADE SURGICENTER DATA INCIDENT
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Neuromusculoskeletal Center of the Cascades, PC, and Cascade Surgicenter, LLC (“Cascade” or “Defendants”) in a class action lawsuit. This case is about the targeted cyberattack on Cascade's computer systems that occurred in October 2023 (the “Data Incident”). Certain files that contained personal information were accessed. These files may have contained personal information such as full names; addresses; phone numbers; email addresses; dates of birth; Social Security numbers; driver's license numbers; state ID numbers; financial account and routing numbers; financial institution names; credit card information; debit card information; medical treatments; medical diagnoses; prescription information; provider names; medical record numbers; Medicare ID numbers; Medicaid ID numbers; health insurance information; treatment costs; and digital signatures.
- The lawsuit is called *Hakkila et al. v. Neuromusculoskeletal Center Of The Cascades, PC*, Case No. 25CV4659. It is pending in the Circuit Court of Deschutes County, Oregon (the “Litigation”).
- Cascade denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Cascade's records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Cascade.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	<u> </u> , 2025
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u> </u> , 2025
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	6
THE LAWYERS REPRESENTING YOU	7
EXCLUDING YOURSELF FROM THE SETTLEMENT	7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT.....	8
THE COURT’S FINAL APPROVAL HEARING	9
IF I DO NOTHING	9
GETTING MORE INFORMATION	9

Basic Information

1. Why was this Notice issued?

The Circuit Court of Deschutes County, Oregon, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Hakkila et al. v. Neuromusculoskeletal Center Of The Cascades, PC*, Case No. 25CV4659. It is pending in the Circuit Court of Deschutes County, Oregon. The people that filed this lawsuit are called the “Plaintiffs” (or “Settlement Class Representatives”) and the companies they sued, Neuromusculoskeletal Center of the Cascades, PC, and Cascade Surgicenter, LLC, are called the “Defendants.”

2. What is this lawsuit about?

This lawsuit alleges that during the October 2023, targeted cyberattack on Cascade's computer systems, certain files that contained personal information were accessed. These files may have contained personal information such as full names; addresses; phone numbers; email addresses; dates of birth; Social Security numbers; driver's license numbers; state ID numbers; financial account and routing numbers; financial institution names; credit card information; debit card information; medical treatments; medical diagnoses; prescription information; provider names; medical record numbers; Medicare ID numbers; Medicaid ID numbers; health insurance information; treatment costs; and digital signatures.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Settlement Class Representatives.” Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Settlement Class Representatives are Krysta Hakkila and Ida Vetter. Everyone included in this Action are the Settlement Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendants are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Settlement Class this way: “All individuals to whom Defendants mailed written notification that their personal information was compromised in the Data Incident that occurred on or around October 2, 2023.”

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge’s family and staff; (2) Cascade and its officers and directors; (3) anyone who validly excludes themselves from the Settlement; and (4) anyone who perpetrated the Data Incident.

If you are not sure whether you are a Settlement Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Cascade Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

Cascade has agreed to pay for a number of different benefits. You have two options:

OPTION 1: Select one or more of the following benefits:

- Medical Data Monitoring Services
- Payment for Out-of-Pocket Expenses
- Payment for Losses from Identity Theft or Fraud
- Payment for Lost Time

OR

OPTION 2: Alternative Cash Payment.

- Receive a one-time \$80.00 cash payment

The benefits are explained in more detail below.

Medical Data Monitoring Services. All Class Members are eligible to enroll in two years of **CyEx Medical Shield Total**. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- Healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- Unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Out-of-Pocket Expenses. If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$500.00**. The losses must have occurred between October 2, 2023, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- Fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- Cost to replace your IDs
- Postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

Losses for Identity Theft or Fraud. If you lost money because of identity theft or fraud, you can get back up to **\$2,500.00**.

You will need to show that:

- The theft or fraud was probably caused by the Data Incident
- The losses are not already covered by **Out-of-Pocket Expenses**
- You tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between October 2, 2023, and **[Claims Deadline]**.

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

Cash Payment for Lost Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- Changing your passwords
- Investigating suspicious activity in your accounts
- Researching the Data Incident

You must briefly describe how you spent this time.

Alternative Cash Payment. Instead of *any other* benefits, you may claim a one-time **\$80.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Cascade Data Incident Settlement
c/o Settlement Administrator
[\[PO Box Number\]](#)
Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Cascade about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Paragraphs 64 – 66) describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Cascade Data Incident Settlement
c/o Settlement Administrator
[\[PO Box Number\]](#)
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX), by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [\[Claims Deadline\]](#). If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [\[Claims Deadline\]](#).

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [\[FA Hearing Date\]](#) (see **Question 18**). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Raina C. Borrelli of Strauss Borrelli PLLC and John Nelson of Milberg to represent you and other Settlement Class Members (“Settlement Class Counsel”).

13. Should I get my own lawyer?

You will not be charged for Settlement Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Settlement Class Counsel will ask the court to approve \$265,000.00 as reasonable attorneys’ fees and costs of litigation. This amount will be paid by Cascade.

Settlement Class Counsel will also ask for Service Award Payments of \$5,000.00 for each of the Settlement Class Representatives. Service Award Payments will also be paid by Cascade.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Cascade on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) The name of the Litigation: *Hakkila et al. v. Neuromusculoskeletal Center Of The Cascades, PC*, Case No. 25CV4659, pending in the Circuit Court of Deschutes County, Oregon;
- (2) Your full name and mailing address, ;
- (3) Your personal signature; and
- (4) The words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Cascade Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by [Opt-Out Deadline].

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) The name of the Litigation: *Hakkila et al. v. Neuromusculoskeletal Center Of The Cascades, PC*, Case No. 25CV4659, pending in the Circuit Court of Deschutes County, Oregon;
- (2) Your full name and current mailing address;
- (3) A clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) If you have hired your own lawyer to represent you at the Final Approval Hearing, provide their name and telephone number;
- (5) A statement on whether you and/or your lawyer will be attending the Final Approval Hearing;
- (6) If you or your lawyer have objected in any other cases in the past three years, list the names, courts, and civil action numbers for each of those cases;
- (7) Your signature (or, if you have hired your own lawyer, your lawyer's signature).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by [OBJECTION DATE]. You must also send a copy of the objection to the Settlement Administrator.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Cascade Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Pacific Time, in Room **[Court Room]** of the Circuit Court of Deschutes County, Oregon, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Settlement Class Counsel should be paid, and whether to award Service Award Payments to the Settlement Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

19. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, **www.[SettlementWebsite].com**.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Cascade Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

— EXHIBIT C —

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

Hakkila et al. v. Neuromusculoskeletal Center Of The Cascades, PC

Case No. 25CV4659

Circuit Court of Deschutes County, Oregon

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Settlement Class this way: “All individuals to whom Defendants mailed written notification that their personal information was compromised in the Data Incident that occurred on or around October 2, 2023.”

Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge’s family and staff; (2) Cascade and its officers and directors; (3) anyone who validly excludes themselves from the Settlement; and (4) anyone who perpetrated the Data Incident.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

Cascade has agreed to pay for a number of different benefits. You have two options:

OPTION 1: Select one or more of the following benefits:

- Medical Data Monitoring Services
- Payment for Out-of-Pocket Expenses
- Payment for Losses from Identity Theft or Fraud
- Payment for Lost Time

OR

OPTION 2: Alternative Cash Payment.

- Receive a one-time \$80.00 cash payment

The benefits are explained in more detail below.

Medical Data Monitoring Services. All Class Members are eligible to enroll in two years of **CyEx Medical Shield Total**. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- Healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- Unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Hakkila et al. v. Neuromusculoskeletal Center Of The Cascades, PC

Case No. 25CV4659

Circuit Court of Deschutes County, Oregon

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Out-of-Pocket Expenses. If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$500.00**. The losses must have occurred between October 2, 2023, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- Fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- Cost to replace your IDs
- Postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

Losses for Identity Theft or Fraud. If you lost money because of identity theft or fraud, you can get back up to **\$2,500.00**.

You will need to show that:

- The theft or fraud was probably caused by the Data Incident
- The losses are not already covered by **Out-of-Pocket Expenses**
- You tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between October 2, 2023, and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

Cash Payment for Lost Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- Changing your passwords
- Investigating suspicious activity in your accounts
- Researching the Data Incident

You must briefly describe how you spent this time.

Alternative Cash Payment. Instead of *any other* benefits, you may claim a one-time **\$80.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

Hakkila et al. v. Neuromusculoskeletal Center Of The Cascades, PC

Case No. 25CV4659

Circuit Court of Deschutes County, Oregon

DATA INCIDENT SETTLEMENT CLAIM FORM

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Cascade Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form, and submit it by U.S. mail to:

Cascade Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

You must submit online, mail, or email your Claim Form by **[Claims Deadline]**.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

Hakkila et al. v. Neuromusculoskeletal Center Of The Cascades, PC

Case No. 25CV4659

Circuit Court of Deschutes County, Oregon

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. MEDICAL DATA MONITORING SERVICES

☐ Check this box if you would like to enroll in two years of Medical Data Monitoring Services.

III. CASH PAYMENT FOR OUT-OF-POCKET EXPENSES

☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to \$500.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
<i>Example: Fee for credit report</i>	<i>\$40</i>
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

Hakkila et al. v. Neuromusculoskeletal Center Of The Cascades, PC

Case No. 25CV4659

Circuit Court of Deschutes County, Oregon

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

IV. CASH PAYMENT FOR LOSSES FROM IDENTITY THEFT OR FRAUD

- ☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$2,500.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

V. CASH PAYMENT FOR LOST TIME

If you spent time fixing problems caused by Data Incident, please select how many hours (up to four) you spent. You must have spent at least one hour to claim this benefit. You must briefly describe how you spent this time.

I spent (select only **one**): ☐ 1 hour (\$25.00) ☐ 2 hours (\$50.00) ☐ 3 hours (\$75.00)
☐ 4 hours (\$100.00)

Describe what you spent this time on: _____

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

Hakkila et al. v. Neuromusculoskeletal Center Of The Cascades, PC

Case No. 25CV4659

Circuit Court of Deschutes County, Oregon

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

VI. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time \$80.00 cash payment.

DO NOT CLAIM THIS PAYMENT IF YOU ARE CLAIMING ANY OTHER BENEFIT FROM SECTION II, III, IV, OR V.

VII. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

- ☐ **PayPal**
Email address, if different than you provided in Section 1: _____
- ☐ **Venmo**
Mobile number, if different than you provided in Section 1: _____
- ☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1: _____
- ☐ **Virtual Prepaid Card**
Email address, if different than you provided in Section 1: _____
- ☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

VII. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, and any supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

— EXHIBIT D —

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CIRCUIT COURT FOR THE STATE OF OREGON
COUNTY OF DESCHUTES

KRYSTA HAKKILA and IDA VETTER, on
behalf of themselves and all others similarly
situated ,

Plaintiffs,

v.

NEUROMUSCULOSKELETAL CENTER OF
THE CASCADES, PC and CASCADE
SURGICENTER, LLC,

Defendants.

Case No. 24CV46507

**[PROPOSED] ORDER GRANTING
PLAINTIFFS’ UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

1 The motion by Plaintiffs Krysta Hakkila and Ida Vetter (“Plaintiffs”), for preliminary
2 approval of the parties’ proposed class action settlement agreement (the “Settlement Agreement”)
3 came on for hearing before this Court on _____, 2025, at ____ a.m. The Court, having
4 considered all papers filed in connection with the motion, all argument of counsel, and, good cause
5 appearing, hereby ORDERS as follows;

6 1. This Preliminary Approval Order incorporates the Settlement Agreement, and the
7 terms used herein shall have the meanings and/or definitions given to them in the Agreement, as
8 submitted to the Court with the Motion.

9 2. For purposes of the settlement and conditioned upon the settlement receiving final
10 approval following the final approval hearing, this Court hereby conditionally certifies the
11 Settlement Class, defined as: “All individuals to whom Defendants mailed written notification that
12 their personal information was compromised in the Data Incident that occurred on or around October
13 2, 2023.”

14 3. The Court finds that, for the purposes of settlement: (a) the number of members of
15 the Settlement Class are so numerous that joinder of all members is impracticable; (b) there are
16 questions of law and fact common to members of the Settlement Class; (c) the claims of the Plaintiffs
17 are typical of the claims of the members of the Settlement Class; (d) the Plaintiffs are adequate
18 representatives for the Settlement Class, and have retained experienced and adequate Class Counsel;
19 (e) the questions of law and fact common to the members of the Settlement Class predominate over
20 any questions affecting any individual members of the Class; and (f) a class action is superior to the
21 other available methods for the fair and efficient adjudication of the controversy.

22 4. For the purposes of settlement only, the Court finds and determines that the named
23 Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their
24 rights in the action and appoints Krysta Hakkila and Ida Vetter as Class Representatives.

25 5. For purposes of settlement only, the Court appoints as Class Counsel: Raina C.
26 Borrelli of Strauss Borrelli PLLC; John J. Nelson of Milberg Coleman Bryson Phillips, PLLC.

27 6. Simpluris is appointed as Settlement Administrator. The Settlement Administrator
28 shall abide by the terms and conditions of the Settlement Agreement that pertain to settlement and

1 claims administration.

2 7. The Final Approval Hearing Date shall be _____, **2025** at _____. before the
3 Honorable Raymond D. Crutchley, Deschutes County Circuit Court, located at 1100 NW Bond
4 Street. Bend, Oregon 97703 , to consider and confirm as final: (a) the fairness, reasonableness and
5 adequacy of the proposed Settlement Agreement; (b) any objections made by Settlement Class
6 Member to the proposed Settlement Agreement; (c) whether the Settlement Agreement should be
7 finally approved by this Court; (d) Class Counsel's motion for attorneys' fees, costs, and service
8 awards for the named Plaintiffs and Class Representatives; and (e) such other matters as this Court
9 may deem proper and necessary.

10 8. Class Counsel are to file and serve the Motion for Fees, Costs, and Service Award
11 not later than fourteen days before the Objection Deadline, which is 60 days after the Settlement
12 Administrator issues the class notice.

13 9. Class Counsel are to file and serve the Motion for Final Approval 14 days before the
14 Final Approval Hearing.

15 10. The proposed form, timing, and methods of Class Notice described in the Settlement
16 Agreement, including the summary notice and long form notice attached to the Settlement
17 Agreement as Exhibits A and B and are hereby approved for the purpose of notifying the members
18 of the Settlement Class of the proposed Settlement Agreement, the Final Approval Hearing date,
19 and the rights of the members of the Settlement Class Member to exclude themselves or object to
20 the settlement, and shall be sent to the members of the Settlement Class substantially in the forms
21 approved. The parties may by mutual written consent make non-substantive changes to the notices
22 without Court approval. The costs of giving notice to the members of the Classes shall be deducted
23 from the common fund.

24 11. The Settlement Administrator shall issue the Class Notice within 30 days after the
25 entry of this Preliminary Approval Order, including by mail, e-mail, and website publication as set
26 forth in the Settlement Agreement.

27 12. The Long-Form Notice, Settlement Agreement, and Preliminary Approval Order
28 shall be posted on the settlement website created by the Claims Administrator.

1 13. Within seven days after the Opt-Out Deadline and Objection Deadlines, the Claims
2 Administrator shall furnish to Settlement Class Counsel and to Defendant's counsel a complete list
3 of all timely and valid requests for exclusion and any valid Objections.

4 14. The Notice Plan, as set forth in the Settlement Agreement, is the best notice
5 practicable, and is reasonably calculated, under the circumstances, to apprise the members of the
6 Settlement Class of the pendency of this action and their right to participate in, object to, or exclude
7 themselves from the settlement. This Court further finds that the summary and long form notices,
8 as set forth in Exhibits A and B to the Settlement Agreement, are sufficient notice of the Final
9 Approval Hearing date, the Settlement Agreement, the Motion for Final Approval and Motion for
10 Fees, Costs, and Service Award, and other matters set forth in the Settlement Agreement, and that
11 the Notice Plan fully satisfies due process of law to all persons entitled thereto.

12 15. Settlement Class Member who wish to exclude themselves from the Settlement Class
13 for purposes of this Settlement may do so by submitting a request for exclusion to the Claims
14 Administrator that is postmarked by 60 days after Settlement Administrator sends the Short-Form
15 Notice. The request for exclusion must comply with the exclusion procedures set forth in the
16 Settlement Agreement. Each Settlement Class Member desiring to exclude him or herself from the
17 Settlement Class shall timely submit written notice of such intent to the designated address set forth
18 in the notice. The written notice must clearly manifest the intent to be excluded from the Settlement
19 Class and must be signed by the Settlement Class member. A request for exclusion may not request
20 exclusion of more than one member of the Settlement Class. Each opt-out must be individually
21 submitted; mass opt-outs are not permitted.

22 16. Any member of the Settlement Class who timely requests exclusion consistent with
23 these procedures may not file an objection to the Settlement Agreement and shall be deemed to have
24 waived any rights or benefits under this Settlement Agreement. Settlement Class Member who fails
25 to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement
26 Agreement and the final Judgment.

27 17. Any member of the Settlement Class who has not timely filed a request for exclusion
28 may object to the granting of final approval to the settlement. Settlement Class Member may object

1 on their own or may do so through separate counsel at their own expense.

2 18. Any written objection to the Settlement Agreement must include: (i) the name of the
3 proceedings; (ii) the Settlement Class Member's full name and current mailing address; (iii) a
4 statement that states with specificity the grounds for the objection, as well as any documents
5 supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement
6 regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final
7 Approval Hearing; (vi) a list of all other lawsuits (if any) in which you and/or your attorney has
8 submitted an objection to a class action settlement within the last three (3) years; and, (vii) the
9 signature of the Settlement Class Member or the Settlement Class Member's attorney. All objections
10 must be emailed or postmarked to the Settlement Administrator on or before the objection deadline.
11 Any Settlement Class member who does not make their objections in the manner and by the date
12 set forth in this paragraph shall be deemed to have waived the right to object or to be heard at the
13 Final Approval Hearing and shall be forever barred from making any objection to the Settlement
14 and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in
15 the Action.

16 19. All pretrial proceedings in this action are stayed and suspended until further order of
17 this Court, except such actions as may be necessary to implement the Settlement Agreement.

18 20. In the event that the Settlement Agreement is terminated pursuant to its terms,
19 disapproved by any court (including any appellate court), and/or not consummated for any reason,
20 or the Effective Date for any reason does not occur, the order certifying the Settlement Class for
21 purposes of effectuating the Settlement Agreement, and all preliminary and/or final findings
22 regarding that class certification order, shall be automatically vacated upon notice of the same to the
23 Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to
24 this Settlement Agreement and such findings had never been made, and the Action shall return to
25 the procedural posture on the day before the Settlement Agreement was executed, in accordance
26 with this paragraph.

27 21. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this
28 Court retains continuing jurisdiction over the settlement proceedings to ensure the effectuation

1 thereof in accordance with the settlement preliminarily approved herein and the related orders of
2 this Court.

3 22. The parties are directed to carry out their obligations under the Settlement
4 Agreement.

5 **Summary of Applicable Dates**

- 6
- 7 • **Deadline to Send Notice to the Class:** As soon as practicable, but no later than 30
8 days after entry of Preliminary Approval/Notice Order.
 - 9 • **Claims Deadline:** 90 days after the deadline to send Notice to the Class.
 - 10 • **Objection Deadline:** 60 days after the deadline to send Notice to the Class.
 - 11 • **Opt-Out Deadline:** 60 days after the deadline to send Notice to the Class.
 - 12 • **Deadline to File Fee Application:** 14 days before the Objection Deadline.
 - 13 • **Deadline to Respond to Objections and Move for Final Approval:** 14 days before
14 the Final Approval Hearing.
 - 15 • **Final Approval Hearing Date:** _____, 2025 at 10:00 a.m. (no earlier than 120 days
16 after date of this Preliminary Approval Order).
- 17
- 18

19 **IT IS SO ORDERED.**

20
21 Dated: _____

Honorable Raymond D. Crutchley
Circuit Court Judge

22
23 Submitted by:
24 Whitney B. Stark, OSB No. 090350
25 whitney@albiesstark.com
Attorney for Plaintiffs

— EXHIBIT E —

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CIRCUIT COURT FOR THE STATE OF OREGON
COUNTY OF DESCHUTES

KRYSTA HAKKILA and IDA VETTER, on
behalf of themselves and all others similarly
situated ,

Plaintiffs,

v.

NEUROMUSCULOSKELETAL CENTER OF
THE CASCADES, PC and CASCADE
SURGICENTER, LLC,

Defendants.

Case No. 24CV46507

**[PROPOSED] ORDER GRANTING
PLAINTIFFS’ UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT**

1 This matter came before the Deschutes County Circuit Court at ____ on _____, _____.
2 The Court, having carefully considered the briefs, argument of counsel and all matters presented
3 to the Court and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Final Approval
4 of Class Action Settlement and Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and
5 Expenses, and Incentive Awards.

6 **FINDINGS**

7 Based on the oral and written argument and evidence presented in connection with the
8 Motion, the Court makes the following findings:

9 1. All terms used herein shall have the same meaning as defined in the proposed
10 Settlement Agreement ("Agreement").

11 2. This Court has jurisdiction over the subject matter of the above-captioned litigation
12 and over all parties to this litigation, including the Settlement Class.

13 **Preliminary Approval of the Settlement**

14 3. On _____, 2025, this Court granted preliminary approval of a class-wide
15 settlement. At this same time, the Court approved certification of a provisional Settlement Class for
16 settlement purposes only.

17 **Notice to the Plaintiff Class**

18 4. In compliance with the Preliminary Approval Order, the Class Notice was mailed by
19 first class mail to the Settlement Class Members at their last known addresses. Mailing the Class
20 Notice to their last known addresses was the best notice practicable under the circumstances and
21 reasonably calculated to communicate actual notice of the litigation and the proposed settlement to
22 the Settlement Class.

23 5. The deadline for opting out or objecting has passed. _____ have opted out and
24 have thus been excluded and are not bound by the Final Order and Judgment in this Litigation. There
25 was an adequate interval between mailing of the Notice and the deadline to permit Settlement Class
26 Members to choose what to do and act on their decision.

27 **Fairness of the Settlement**

28 6. The settlement was negotiated with the assistance of an experienced mediator and

1 there has been no collusion between the parties in reaching the proposed settlement.

2 7. Plaintiffs' investigation and discovery have been sufficient to allow the Court and
3 counsel to act intelligently.

4 8. Counsel for both parties have experience in similar data breach class action litigation.
5 All counsel recommended approval of the Agreement.

6 9. The consideration to be given to the Settlement Class Members under the terms of
7 the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
8 claims asserted in this action and is fair, reasonable, and adequate compensation for the release of
9 Settlement Class Members' claims, given the uncertainties and risks of the litigation and the delays
10 which would ensue from continued prosecution of the action.

11 10. The proposed Agreement is approved as fair, adequate, reasonable and in the best
12 interests of Settlement Class Members.

13 **Attorneys' Fees and Costs**

14 11. The Agreement provides for (and Class Counsel seeks) an award of \$265,000.00 to
15 Class Counsel as attorneys' fees and reasonable expenses in this action, to be paid by from the
16 Settlement Fund. Class Counsel report that they incurred \$_____ in reasonable expenses.

17 12. The award of attorneys' fees and reimbursement of litigation expenses are
18 reasonable, in light of the contingent nature of Class Counsels' fees, the substantial amount of work
19 actually performed such that Class Counsel will not receive a windfall incommensurate with the
20 time and effort dedicated to the case, the risks assumed, the results achieved by Class Counsel, and
21 due to the significant amount of work Class Counsel anticipates post-final approval of the
22 settlement.

23 **Service Award**

24 13. The Agreement provides for a Service Award of up to \$5,000 for each Representative
25 Plaintiff, to be paid from the Settlement Fund. The Court finds this Service Award reasonable
26 considering the risks and burdens undertaken by Representative Plaintiffs in this action and for their
27 time and effort in bringing and prosecuting this matter on behalf of the Settlement Class.

28 **Reimbursement of Settlement Administration Costs**

1 14. The Agreement provides for reimbursement of Simpluris's Notice and
2 Administrative Expenses, to be paid from the Settlement Fund, in the amount of \$_____. The
3 Court finds this reimbursement reasonable considering the work required to send the Notice, process
4 settlement payments, establish and update a settlement website and communicate extensively with
5 Class Members and Class Counsel.

6 **IT IS HEREBY ORDERED THAT:**

7 15. The Settlement Class is certified for the purposes of settlement only. The Settlement
8 Class is hereby defined as: "All individuals to whom Defendants mailed written notification that
9 their personal information was compromised in the Data Incident that occurred on or around October
10 2, 2023."

11 16. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
12 best interest of the Settlement Class.

13 17. Class Counsel are awarded attorneys' fees and litigation expenses in the amount of
14 \$265,000, to be paid from the Settlement Fund. Class Counsel shall not seek or obtain any other
15 compensation or reimbursement from Defendant, Plaintiffs, or members of the Settlement Class.

16 18. Representative Plaintiffs are awarded a Service Award of \$5,000 each, to be paid
17 from the Settlement Fund.

18 19. Simpluris shall be reimbursed for its Settlement Administration Costs out of the
19 Settlement Fund in the amount of \$_____.

20 20. A Final Judgment in this action is hereby entered and this Final Judgment shall bind
21 each Settlement Class Member and shall operate as a full release and discharge of the Released
22 Claims against the Released Parties. All rights to appeal the Final Judgment have been waived. This
23 Final Judgment and Final Approval Order shall have res judicata effect and bar all Settlement Class
24 Members from bringing any action asserting Settlement Class Members' Released Claims under the
25 Agreement.

26 21. The Agreement and Settlement are not an admission by Defendant, nor is this Final
27 Approval Order a finding, of the validity of any claims in this action or of any wrongdoing by
28 Defendant. Neither this Final Approval Order, this Final Judgment, the Agreement, nor any

1 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
2 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
3 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings
4 related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
5 concession with regard to the denials or defenses by Defendant and shall not be offered in evidence
6 in any action or proceeding against Defendant in any court, administrative agency or other tribunal
7 for any purpose whatsoever other than to enforce the provisions of this Final Approval Order, this
8 Final Judgment, the Agreement, or any related agreement or release. Notwithstanding these
9 restrictions, any of the Released Parties may file in this case or any other proceeding this Final
10 Approval Order, this Final Judgment, the Agreement, or any other papers and records on file in the
11 case as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release,
12 or other theory of claim or issue preclusion or similar defense as to the Released Claims.

13 22. Notice of entry of this Final Approval Order and Final Judgment shall be given to
14 Class Counsel on behalf of Plaintiffs and all Settlement Class Members. It shall not be necessary to
15 send notice of entry of this Final Approval Order and Final Judgment to individual Settlement Class
16 Members, which shall be posted on the settlement website. The time for any appeal shall run from
17 service of notice of entry of the Final Approval Order and Final Judgment by Class Counsel on
18 Defendant.

19 23. After entry of this Order and Final Judgment, the Court shall retain jurisdiction to
20 construe, interpret, implement and enforce the Agreement and this Judgment, to hear and resolve
21 any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any
22 dispute arising from or in connection with the distribution of settlement benefits.

23 24. In the event the Settlement does not become final and effective in accordance with
24 the terms of the Settlement Agreement or is terminated, cancelled or otherwise fails to become
25 effective for any reason, then this Final Approval Order and Final Judgment and all orders entered
26 in connection herewith shall be rendered null and void and shall be vacated.

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IT IS SO ORDERED.

Dated: _____

Honorable Raymond D. Crutchley
Circuit Court Judge

Submitted by:
Whitney B. Stark, OSB No. 090350
whitney@albiesstark.com
Attorney for Plaintiffs