

*In re: Proliance Surgeons Data Breach Litigation*  
Case No. 23-2-23579-7 SEA  
IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR KING COUNTY

**If you are a Person whose Private Information was potentially compromised in the Data Security Incident experienced by Proliance Surgeons on February 11, 2023, you may be eligible for benefits from a class action settlement.**

*Para una notificación en español, visitar [www.ProlianceDataSettlement.com](http://www.ProlianceDataSettlement.com)*

***A Washington court has determined that there is sufficient evidence to suggest that this settlement might be fair, adequate, and reasonable and thereby ordered this Long Notice. Any final determination as to these matters will be made at the Final Fairness Hearing. This is not junk mail, an advertisement, or a lawyer solicitation.***

- A settlement has been proposed in a class action against Defendant Proliance Surgeons, Inc., P.S. (“Proliance” or “Defendant”), arising out of a cyberattack experienced by Proliance on or about February 11, 2023, during which unauthorized third parties gained access to certain files stored on Proliance’s servers containing the Private Information of current and former patients (the “Data Security Incident”). The computer files accessed in the Data Security Incident contained some or all of the following information, which varied by individual: names, Social Security Numbers, dates of birth, telephone numbers, financial information (collectively, “personally identifying information” or “PII”), medical information, diagnosis and treatment information, health insurance information, medical record numbers, (collectively, “protected health information” or “PHI”) (PII and PHI collectively are “Private Information”).
- Plaintiffs filed a class action on behalf of themselves and those similarly situated, asserting claims against Defendant for: (i) negligence, (ii) breach of implied contract, (iii) unjust enrichment, and (iv) violation of the Washington Consumer Protection Act (Wash. Rev. Code § 19.86.020, *et seq.*).
- If you are a Person residing in the United States whose Private Information was potentially or actually compromised in the Data Security Incident, including all those who were sent notice from Proliance or its authorized representative concerning the February 2023 Data Security Incident, you are part of the settlement class and may be eligible for benefits.
- The settlement provides: (i) up to \$5,000 in reimbursement for documented out-of-pocket losses; (ii) a *pro rata* cash fund payment of up to \$599; and (iii) two (2) years of medical identity-theft protection and monitoring services. All Class Members may submit a Settlement Claim for any or all of the above-listed remedies.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b> <b>Deadline: May 28, 2026</b>	The only way to receive a benefit from this settlement is by submitting a valid and timely Claim Form.  You can submit your Claim Form online at <b><a href="http://www.ProlianceDataSettlement.com">www.ProlianceDataSettlement.com</a></b> or mail it to the Claims Administrator. You may call the Claims Administrator to receive a paper copy of the Claim Form.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b> <b>Deadline: April 28, 2026</b>	Get no benefits. This is the only option that may allow you to individually sue Defendant over the claims being resolved by this settlement.
<b>OBJECT TO THE SETTLEMENT</b> <b>Deadline: April 28, 2026</b>	Write to the Court with reasons why you do not agree with the settlement.
<b>GO TO THE FINAL FAIRNESS HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
<b>DO NOTHING</b>	You will not get any benefit from the settlement, and you will give up certain legal rights.

- These rights and options—and the deadlines to exercise them—are explained in this notice. For complete details, view the Settlement Agreement at [www.ProlianceDataSettlement.com](http://www.ProlianceDataSettlement.com) or call (833) 319-5761.
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will be made and settlement benefits distributed only after the Court grants final approval of the settlement and after any appeals are resolved in favor of the settlement.

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**Questions? Call (833) 319-5761 or visit [www.ProlianceDataSettlement.com](http://www.ProlianceDataSettlement.com)**

## BASIC INFORMATION

### 1. Why was this notice issued?

The Court authorized this Long Notice because you have a right to know about the proposed settlement in this class action and about all of your options before the Court decides whether to give “Final Approval” to the settlement. This Long Notice explains the legal rights and options that you may exercise before the Court decides whether to approve the settlement.

Judge Kent Liu of the Superior Court of King County, State of Washington is overseeing this case. The case is known as *In re: Proliance Surgeons Data Breach Litigation*, Case No. 23-2-23579-7 SEA (the “Lawsuit” or the “Litigation”). The people who sued are called “Plaintiffs.” Proliance is called “Defendant.”

### 2. What is this Litigation about?

Plaintiffs claim that Defendant was responsible for the increased risk of identity theft (including medical identity theft) they allege they experienced as a result of the Data Security Incident on or around February 11, 2023, and assert claims against Defendant for: (i) negligence, (ii) breach of implied contract, (iii) unjust enrichment, and (iv) violation of the Washington Consumer Protection Act (Wash. Rev. Code § 19.86.020, *et seq.*). The Litigation seeks, among other things, payment for persons who were injured by the Data Security Incident.

Defendant denies all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against them.

### 3. What is a class action?

In a class action, one or more people called “Plaintiff(s)” or “Representative Plaintiff(s)” (in this case, Donna L. Maziarka, Betty A. Deforest, Randy Akers, Angeline Di Fazio, Jeffrey Eaton, Sarah Cardenas, Samuel Levy, Alicia Berend, Rodney Mael, Eric Makus, and Gwendolyn Bachmann) sue on behalf of all people who have similar claims. Together, all these people are called a “Class” or “Class Members.” One Court and one judge will resolve the issues for all Class Members, except for those Class Members who exclude themselves from the settlement (“Settlement Class”).

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant negotiated a settlement that allows both Plaintiffs and Defendant to avoid the risks and costs of lengthy and uncertain Litigation and the uncertainty of trial and appeals. It also allows Class Members to obtain benefits without further delay. The Representative Plaintiffs and their attorneys believe the settlement is best for all Class Members. The settlement does not mean that Defendant did anything wrong.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am included in the settlement?

You are part of this settlement as a Class Member if you are a Person residing in the United States whose Private Information was potentially or actually compromised in the Data Security Incident, including all those who were sent notice from Proliance or its authorized representative concerning the February 2023 Data Security Incident.

Specifically excluded from the Settlement Class are all Persons who are directors or officers of Defendant or any entity in which Defendant has a controlling interest, the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant, the Judge assigned to the Litigation, that Judge’s immediate family and Court staff, and persons who have timely and validly opted out.

Class Members have been assigned a Class Member ID in connection with this settlement. If you do not have a Class Member ID (which was or will be mailed to you on a Postcard Notice), you are likely not a Class Member. There are approximately 437,392 Class Members.

**Questions? Call (833) 319-5761 or visit [www.ProlianceDataSettlement.com](http://www.ProlianceDataSettlement.com)**

## 6. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are included in the settlement, or have any other questions related to the settlement, you may:

1. Call: **(833) 319-5761**
2. Write to the Claims Administrator using the “Contact Us” page of the Settlement Website, **[www.ProlianceDataSettlement.com](http://www.ProlianceDataSettlement.com)**.
3. Write to:

*In re: Proliance Surgeons Data Breach Litigation*  
c/o Kroll Settlement Administration LLC  
P.O. Box 5324  
New York, NY 10150-5324

Please do not contact the Court with questions.

## THE SETTLEMENT BENEFITS

### 7. What does the settlement provide?

The proposed settlement creates a non-reversionary common fund of \$4,450,000 (the “Settlement Fund”), from which the following benefits may be claimed by Class Members.

The settlement provides for two types of cash payments and free monitoring and medical identity-theft protection services: (i) up to \$5,000 in reimbursement for documented out-of-pocket losses; (ii) a *pro rata* cash fund payment of up to \$599; and (iii) two (2) years of medical identity-theft protection and monitoring services provided by CyEx. You may submit a Settlement Claim for any or all of the above-listed remedies.

Defendant also agreed that it has and will continue to undertake certain steps related to protections for patient information, including commitments to enhance the security deployed to secure access to its data networks. These steps are delineated in the Settlement Agreement available at **[www.ProlianceDataSettlement.com](http://www.ProlianceDataSettlement.com)**.

The Settlement Fund will also cover the Costs of Notice and Claims Administration, and any service awards and attorneys’ fees and costs approved by the Court.

### 8. What benefits are available?

**Compensation for Out-of-Pocket Losses:** All Class Members may submit a Settlement Claim for documented Out-of-Pocket Losses incurred as a direct result of the Data Security Incident. Examples of the kinds of documented out-of-pocket losses that may be claimed include unreimbursed losses relating to fraud or identity theft, unreimbursed costs of credit monitoring incurred between the time of the Data Security Incident (February 11, 2023) and the time the claim is submitted, postage, copying, scanning, faxing, mileage and other travel-related charges, parking, notary charges, research charges, cell phone charges (only if charged by the minute), long distance phone charges, data charges (only if charged based on the amount of data used), text message charges (only if charged by the message), bank fees, accountant fees, and attorneys’ fees, all of which must be fairly traceable to the Data Security Incident and must not have been previously reimbursed by a third party. Expenses must be attested to and supported by documentation substantiating the full extent of the amount claimed. Self-prepared documentation alone is not sufficient to support an out-of-pocket loss claim.

**Pro Rata Cash Fund Payments:** All Class Members are eligible to make a Settlement Claim for a cash fund payment of up to \$599, regardless of whether they make a claim for out-of-pocket losses. The *pro rata* cash fund payments will evenly distribute the net amount of the Settlement Fund, after payment of all Valid Claims for out-of-pocket losses, Costs of Claims Administration, the cost of medical identity-theft protection and monitoring, any Class Counsel fee and expenses award, and service awards, to each Class Member who submits a Valid Claim. While these payments may be up to \$599, if many Class Members elect to receive this payment, this amount will be correspondingly smaller. For example, if five percent (5%) of the settlement class elect to receive both medical monitoring and *pro rata* benefits from the settlement (and without accounting for any claims for out-of-pocket losses), this payment will be approximately \$60.

**Questions? Call (833) 319-5761 or visit [www.ProlianceDataSettlement.com](http://www.ProlianceDataSettlement.com)**

**Medical Identity-Theft Protection and Monitoring:** All Class Members may submit a Settlement Claim for medical identity-theft protection and monitoring. Class Members are eligible to receive two (2) years of Medical Shield Complete, a medical information protection and monitoring service offered through CyEx. This service monitors medical and healthcare data to determine whether consumers' private health information ("PHI") is at risk or has been exposed to medical fraud and comes with single-bureau credit monitoring. Class Members may claim this service regardless of whether they make a claim for out-of-pocket losses or a *pro rata* cash fund payment. Class Members will need to enroll using their Class Member ID (*see* Question 5) to receive this benefit.

## HOW TO GET BENEFITS

### 9. How do I get benefits?

To make a Settlement Claim for any benefits from the settlement, you must complete a Claim Form. Claim Forms may be completed and filed in one of three ways:

First, for the *Pro Rata* Cash Fund Payment and Medical Identity-Theft Monitoring, a "tear-off" claim form will be mailed to you with the Postcard Notice notifying you of this settlement. You may complete, sign, and mail this "tear-off" Claim Form to the Claims Administrator by **May 28, 2026**.

Second, you may submit a claim for any or all of the settlement benefits online, by filling out and submitting the online Claim Form found on the Settlement Website by **May 28, 2026**.

Third, you may download a copy of the full Claim Form at [www.ProlianceDataSettlement.com](http://www.ProlianceDataSettlement.com), or you may request one by mail by calling **(833) 319-5761**. To complete the Claim Form, please read the instructions carefully, fill out the Claim Form (including your Class Member ID number), provide reasonable documentation (where applicable), and submit your Claim Form by mail, **postmarked no later than May 28, 2026** to:

*In re: Proliance Surgeons Data Breach Litigation*  
c/o Kroll Settlement Administration LLC  
P.O. Box 5324  
New York, NY 10150-5324

To submit a Settlement Claim for documented out-of-pocket losses, you must use the online Claim Form or mail in the full Claim Form. This is because this claimed benefit requires supporting documentation.

### 10. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may request additional information from any Claimant. If the Claimant does not timely provide the required information, the claim will be considered invalid and will not be paid. If the claim is rejected in whole or in part, for any other reason, then the Claims Administrator shall refer the claim to Class Counsel and Defendant's Counsel for a determination.

## REMAINING IN THE SETTLEMENT

### 11. Do I need to do anything to remain in the settlement?

You do not have to do anything to remain in the settlement, but if you want a payment or if you want to receive medical identity-theft protection and monitoring services, you must submit a Claim Form **postmarked or submitted online by May 28, 2026**.

### 12. What am I giving up as part of the settlement?

By remaining in the settlement, you are agreeing that all of the Court's orders will apply to you, and that you give Defendant and all "Released Parties" a "Release." A Release means you cannot sue or be part of any other lawsuit against Defendant about the claims or issues in this lawsuit (including any claims or issues relating to the Data Security Incident), and that you will be bound by the settlement. The specific claims you are giving up against Defendant and related persons or entities are called "Released Claims." The Released Claims and Released Parties are defined in the Settlement Agreement, which is available on the Settlement Website at [www.ProlianceDataSettlement.com](http://www.ProlianceDataSettlement.com). The Settlement Agreement describes the Released Claims with specific and accurate legal descriptions, so read it carefully.

**Questions? Call (833) 319-5761 or visit [www.ProlianceDataSettlement.com](http://www.ProlianceDataSettlement.com)**

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from this settlement and you want to keep the right to sue Defendant about issues in this case, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself from—or “opting out” of—the Settlement Class.

### 13. If I exclude myself, can I get benefits from this settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the settlement. You will also not be bound by any Judgment in this case.

### 14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant and Released Parties for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of a different lawsuit relating to the claims in this case. If you wish to exclude yourself, do not submit a Claim Form.

### 15. How do I get out of the settlement?

To exclude yourself from the settlement, send a letter to the Claims Administrator at the address below that says you want to be excluded from the settlement in *In re: Proliance Surgeons Data Breach Litigation*, Case No. 23-2-23579-7 SEA (Washington State Superior Court for King County) (“Exclusion Request”). The written notice must clearly manifest the Class Members’ intent to opt-out of the Settlement Class and must include your name, address, and signature. You may only submit an opt-out request on your own behalf; mass or class opt-outs will not be permitted. You must mail your exclusion request **postmarked by April 28, 2026**, to:

*In re: Proliance Surgeons Data Breach Litigation*  
c/o Kroll Settlement Administration LLC  
ATTN: Exclusion Request  
P.O. Box 5324  
New York, NY 10150-5324

## THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in this case?

Yes. The Court appointed Timothy W. Emery of Emery Reddy, PC, and Kaleigh N. Boyd of McNaull Ebel PLLC to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 17. How will Class Counsel be paid?

If the settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys’ fees of up to one-third of the Settlement Fund, or \$1,483,333.33. Class Counsel will also request reimbursement of out-of-pocket case expenses in an amount not to exceed \$100,000. Class Counsel will also request approval of a service award to each of the Representative Plaintiffs of \$4,000. Any attorneys’ fees, expenses, or service awards must be approved by the Court.

## OBJECTING TO THE SETTLEMENT

### 18. How do I tell the Court that I do not like the settlement?

If you are a Class Member, you can object to the settlement if you do not like it or some part of it. You can give reasons why you think the Court should not approve the settlement. The Court will consider your views before making a decision. To object, you must mail copies to Class Counsel and Defendant’s Counsel a written notice stating that you object to the settlement. Your objection must include all of the following information: (i) your full name and address; (ii) the case name and docket number—*In re: Proliance Surgeons Data Breach Litigation*, Case No. 23-2-23579-7 SEA (Washington State Superior Court for King County); (iii) information identifying yourself as a Class Member, including proof that you are a Class Member (e.g., copy of your Postcard Notice, copy of original notice of the Data Security Incident, or a statement explaining why you believe you are a Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable; (v) the identity of any and all counsel representing you in connection with the objection; (vi) a statement identifying the number of class action settlements you have objected to or commented on in the last five (5) years; (vii) for each attorney representing, advising, or assisting you, a statement identifying every objection the attorney has filed to any other class action settlements in the last five (5) years; (viii) a statement whether you or your counsel will appear at the Final Fairness Hearing; and (ix) your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

Your written notice of an objection, in the appropriate form, must be mailed, with a **postmark date no later than April 28, 2026**, to all of the following:

<b>Class Counsel</b>	<b>Counsel for Defendant Proliance Surgeons</b>
<b>Timothy W. Emery</b> Emery Reddy PC 600 Stewart Street, Suite 1100 Seattle, WA 98101  <b>Kaleigh N. Boyd</b> McNaul Ebel PLLC One Union Square 600 University Street, Suite 2700 Seattle, WA 98101	<b>David W. Schelberg</b> McDonald Hopkins PLC 39533 Woodward Ave., Suite 318 Bloomfield Hills, MI 48304

### 19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the settlement and why you think the Court should not approve it. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT’S FINAL FAIRNESS HEARING

### 20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Fairness Hearing on **June 26, 2026, at 10:00 a.m. PT**, in the King County Superior Courthouse, 401 4<sup>th</sup> Ave. N, Room 4H, Kent, WA 98032 (which may be held remotely). At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will take into consideration any properly filed written objections and may also listen to people who have asked to speak at the hearing (see Question 18). The Court will also decide whether to approve fees and costs to Class Counsel, and the service award to the Representative Plaintiffs.

**Questions? Call (833) 319-5761 or visit [www.ProlianceDataSettlement.com](http://www.ProlianceDataSettlement.com)**

**21. Do I have to attend the Final Fairness Hearing?**

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your own expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time and served it according to the instructions provided in Question 18, the Court will consider it.

**22. May I speak at the Final Fairness Hearing?**

You may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must file and serve an objection according to the instructions in Question 18, including all the information required.

**IF YOU DO NOTHING**

**23. What happens if I do nothing?**

If you do nothing, you will get no benefits from this settlement. Once the Court grants the settlement final approval and the Judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the legal issues in this case, ever again.

You must exclude yourself from the settlement if you want to retain the right to sue Defendant for the claims resolved by this settlement.

**GETTING MORE INFORMATION**

**24. How do I get more information?**

This Long Notice is a summary of the proposed settlement. You can find complete details about the settlement in the Settlement Agreement, which is available in the Documents section of the Settlement Website, [www.ProlianceDataSettlement.com](http://www.ProlianceDataSettlement.com). You may also:

1. Write to:

*In re: Proliance Surgeons Data Breach Litigation*  
c/o Kroll Settlement Administration LLC  
P.O. Box 5324  
New York, NY 10150-5324

2. Visit the Settlement Website at [www.ProlianceDataSettlement.com](http://www.ProlianceDataSettlement.com)
3. Call the toll-free number **(833) 319-5761**

The address to King County Superior Courthouse, the courthouse to which this case is assigned, is 401 4<sup>th</sup> Ave. N, Room 4H, Kent, WA 98032.

**PLEASE DO NOT CALL THE COURT OR THE JUDGE WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**