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

CHRISTOPHER OAKLEY, *individually and on behalf of all others similarly situated*, Plaintiff, v. KITSAP MENTAL HEALTH SERVICES, Defendant.	Case No. 25-2-00147-18

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiff, on behalf of himself and the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a nonprofit organization that provides a full range of medical services including inpatient, outpatient, and residential behavioral health services for children, adults and families. In the course of providing health services, Defendant collects, maintains, and stores information pertaining to its current and former patients, including personally identifiable information and protected health information, including names, dates of birth, Social Security numbers, drivers' license numbers, financial information, medical information, and health insurance information.

[1] All capitalized terms herein shall have the same meanings as those defined in Section II herein.

2. On or about December 17, 2024, Defendant announced on its website that it had detected suspicious activity on its business network. Defendant stated that on October 17, 2024, during routine monitoring of its systems, Defendant detected suspicious activity in its business network. In response, Defendant began an investigation and took steps to contain and remediate the situation, including by changing passwords, deploying tools for increased monitoring, reporting to law enforcement, and engaging data security and privacy experts to assist.

3. The investigation found evidence that on September 17, 2024 and between October 8, 2024 and October 19, 2024, an unauthorized actor accessed Defendant's systems and that the following types of information relating to approximately 70,759 of its current and former patients may have been impacted: name, address, birth date, Social Security number, driver's license or state identification number, medical diagnosis, condition, and/or treatment information, medications, claims information, financial information, and any information on an individual that was created, used, or disclosed in the course of providing health care services.

4. As a result, on January 14, 2025, Plaintiff Christopher Oakley filed a Complaint against Defendant in the Superior Court of the State of Washington, County of Kitsap, asserting several causes of action related to its role in the Data Incident. Case No. 25-2-00147-18.

5. In February of 2025, the Parties met and conferred and decided to conserve their resources for the benefit of the Settlement Class and began discussing early resolution, which culminated in the Parties participating in a full-day mediation session conducted on June 30, 2025, by Steven R. Jaffe.

6. In preparation for the mediation, the Plaintiff consulted with a damage and liability expert, and exchanged pre-mediation discovery by providing information related to, among other things, the nature and cause of the incident, the number and geographic location of victims

impacted by the Data Incident, and the specific type of information impacted. The information provided was sufficiently detailed in nature to provide counsel for Plaintiffs the necessary facts to attend mediation.

7. The Parties reached an agreement in principle at the mediation to resolve the claims asserted against Defendant on a class-wide basis.

8. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff has entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to

approval by the Court, as follows.

II. Definitions

9. "**Action**" means the class action lawsuit entitled *Oakley v. Kitsap Mental Health Services*, Case No. 25-2-00147-18 (Wa. Sup. Ct., Kitsap Cnty.).

10. **"Agreement"** or **"Settlement"** or **"Settlement Agreement"** means this settlement agreement between Plaintiff and Defendant and all exhibits thereto.

11. "**Application for Attorneys' Fees, Costs and Service Awards**" means the application made with the Motion for Final Approval seeking Class Counsel's attorneys' fees and costs, and Service Awards for the Class Representatives.

12. "**Cash Payment**" means compensation paid to Settlement Class Members who submit Valid Claims for Cash Payment A and/or B.

13. "**Cash Payment A – Out-of-Pocket Documented Losses**" means the Settlement Class Member Benefit consisting of a cash payment of up to $3,000.00 per person, related to out-of-pocket documented losses incurred as a result of the Data Incident that Settlement Class Members who incurred documented losses may elect pursuant to Section IV herein.

14. "**Cash Payment B – Lost Time**" means the Settlement Class Member Benefit consisting of a cash payment of $25.00 per hour for up to four (4) hours for time spent resolving issues related to the Data Incident that Settlement Class Members may elect pursuant to Section IV herein.

15. "**Claim**" means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

16. "**Claim Form**" means the proof of claim, substantially in the form attached hereto as ***Exhibit 3***, which may be modified, subject to the Parties' approval, to meet the requirements of

the Settlement Administrator.

17. "**Claim Form Deadline**" shall be 90 days from the date that notices are sent by the Settlement Administrator and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment or Medical Monitoring.

18. "**Claimant**" means an individual who submits a Claim Form.

19. "**Claims Process**" means the process by which Claimants may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

20. "**Class Counsel**" means Kenneth Grunfeld of Kopelowitz Ostrow P.A and Thomas Loeser of Cotchett, Pitre & McCarthy, LLP.

21. "**Class List**" means a list of Settlement Class Members' full names, current addresses, email addresses, and last known telephone numbers, as reflected and to the extent available in Defendant's records, that Defendant shall prepare and provide to the Settlement Administrator following Preliminary Approval.

22. "**Class Representative**" means the Plaintiff the Court approves to serve as the representative of the Settlement Class.

23. "**Complaint**" means the Class Action Complaint filed by Plaintiff on January 14, 2025.

24. "**Court**" means the Superior Court of the State of Washington, Kitsap County, and the Judge assigned to the Action.

25. "**Data Incident**" means the cybersecurity incident involving the Defendant resulting in the unauthorized access to or acquisition of Settlement Class Members' Private

Information discovered on October 17, 2024.

26. "**Defendant**" means Kitsap Mental Health Services, the defendant in this Action

27. "**Defendant's Counsel**" means Josh Becker of Shook, Hardy & Bacon LLP.

28. "**Effective Date**" will be 7 days after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

29. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

30. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs and Service Awards.

31. "**Final Approval Order**" means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.

32. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail on request made to the Settlement Administrator.

33. **"Medical Monitoring"** means the two years of CyEx Medical Shield Complete that Settlement Class members may elect to receive pursuant to Section IV herein.

34. "**Motion for Final Approval**" means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

35. "**Motion for Preliminary Approval**" means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

36. "**Notice**" means the Postcard Notice and Long Form Notice that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

37. "**Notice Program**" means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of Postcard Notice, and Long Form Notice.

38. "**Notice of Deficiency**" means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

39. "**Objection Deadline**" means 15 days before the initial scheduled Final Approval Hearing.

40. "**Opt-Out Deadline**" means 15 days before the initial scheduled Final Approval Hearing.

41. "**Party**" means each of the Plaintiff and Defendant, and "**Parties**" means Plaintiff and Defendant, collectively.

42. "**Plaintiff**" means Christopher Oakley.

43. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1*****,** that the Settlement Administrator shall disseminate once to Settlement Class members by direct U.S. mail or by electronic mail.

44. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

45. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 4***.

46. "**Private Information**" means the information collected by Defendant from or about its current and former patients, including, but not limited to, name, address, birth date, Social Security number, driver's license or state identification number, medical diagnosis, condition, and/or treatment information, medications, claims information, financial information, and any information on an individual that was created, used, or disclosed in the course of providing health care services.

47. "**Releases**" means the releases and waiver set forth in Section XI of this Agreement.

48. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

49. "**Released Parties**" means Defendant and each entity which is controlled by, controlling or under common control with Defendant and its past, present, and future direct and

indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

50. "**Releasing Parties**" means Plaintiff and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

51. "**Settlement Administrator**" means Simpluris, Inc.

52. **"Service Awards"** means the awards that Class Counsel will request the Court approve for the Plaintiff for serving as Class Representative.

53. "**Settlement Administration Costs**" means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

54. "**Settlement Class**" means all individuals whose Private Information was compromised in the Data Incident. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

55. "**Settlement Class Member**" means any member of the Settlement Class.

56. "**Settlement Class Member Benefit**" means the Cash Payments and Medical Monitoring that Settlement Class members may elect to Claim pursuant to Section IV herein.

57. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to the Complaint, this

Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least four months after Final Approval.

58. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Pacific time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

59. In the Motion for Preliminary Approval, Plaintiff shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiff and Class Counsel shall not reference this Agreement or anything related to it in support of any

subsequent motion for class certification of any class in the Action.

IV. Settlement Consideration

60. The Defendant has agreed to pay all Settlement Class Member Benefits, all Settlement Administration Costs, any Court-approved attorneys' fees and costs up to $200,000.00, and a Service Award for the Class Representative of up to $2,500.00.

61. Settlement Class Members must submit Valid Claims to the Settlement Administrator to receive Cash Payments or Medical Monitoring. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

62. ***Cash Payments*** - When submitting a Claim for a Cash Payment, Settlement Class Members may elect either or both Cash Payment A – Out-of-Pocket Documented Losses and Cash Payment B – Lost Time.

a. Cash Payment A – Out-of-Pocket Documented Expenses

Settlement Class Members who incurred out-of-pocket losses expenses fairly traceable to the Data Incident may claim up to a total of $3,000.00 per person. Settlement Class Members must submit reasonable documentation supporting their Claims for out-of-pocket expenses. Such reasonable documentation includes, without limitation and by way of example, unreimbursed losses relating to fraud or identity theft; costs associated with freezing or unfreezing credit with any credit reporting agency; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Breach; and (iii) the loss was incurred after the date of the Data Incident. To receive payment for Out-of-Pocket Documented Losses, a Settlement Class member must complete and submit a Claim Form and

include Reasonable Documentation in support of the Claim. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product.

b. **Cash Payment B – Lost Time**

Settlement Class Members who spent time remedying issues relates to the Data Incident may receive reimbursement in the amount of $25.00 per hour for up to four hours of time (for a total of $100.00). Settlement Class Members must attest to the amount of time spent. If a Settlement Class Member fails to identify how many hours of time spent on the Claim Form, the Settlement Administrator may interpret such a Claim as a submission for one hour of time.

76. ***Medical Monitoring*** - In addition to electing a Cash Payment, Settlement Class Members who are sent Postcard Notice will receive a code for Medical Monitoring (i.e., two years of CyEx Medical Shield Complete medical monitoring). Settlement Class Members who are not sent Postcard Notice may also make a Claim to receive a code for two years of Medical Monitoring.

77. ***Settlement Administration Costs*** - Defendant shall pay all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs. Plaintiff, Class Counsel, and the Settlement Class will have no liability for payment of the Settlement Administration Costs.

V. Settlement Approval

78. Within 15 days following execution of this Agreement, Plaintiff shall file the

Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

79. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claims Process set forth herein and approve the Claim Form; (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiff as Class Representative and Kenneth Grunfeld of Kopelowitz Ostrow P.A and Thomas Loeser of Cotchett, Pitre & McCarthy, LLP as Class Counsel for Settlement purposes; (7) approve Simpluris, Inc. as the Settlement Administrator; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

80. Within 10 days of Preliminary Approval, Defendant shall pay the Settlement Administrator an amount necessary to fund the Settlement Administration Costs for the entire Settlement. Defendant and the Settlement Administrator shall jointly determine the amount.

VI. Settlement Administrator

81. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

82. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, and handling the Claims Process.

83. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

d. Establishing and maintaining an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;

e. Responding to any mailed Settlement Class member inquiries;

f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and

objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and the amount of each benefit claimed, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine if they are eligible for a Cash Payment and/or Medical Monitoring;

j. Collecting from Defendant the funds necessary to pay Valid Claims for Cash Payments and Medical Monitoring;

k. Distributing Cash Payments by electronic means or by paper check;

l. Sending emails to Settlement Class Members who are not sent Postcard Notice and who elect Medical Monitoring instructing them how to activate their Medical Monitoring service; and

m. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments and Medical Monitoring access information have been properly distributed.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

84. Defendant will make available to Class Counsel and the Settlement Administrator the Class List, no later than ten business days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the

Notice Program and otherwise administer the Settlement.

85. Within 20 days following entry of the Preliminary approval Order, Defendant shall post a notice of the settlement on its corporate website with a link to the Settlement Website. Defendant will provide reasonable metrics reflecting the impact of this notice to the Settlement Administrator as required.

86. Within 25 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court.

87. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

88. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on

the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

89. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

90. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. In other words, objections by mail postmarked later than the Objection Deadline are late and will not be considered

by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

91. For an objection to be considered by the Court, the objection must also set forth:

a. the objector's full name, mailing address, phone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents.

92. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

93. The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

VIII. Claims Process and Disbursement of Settlement Class Member Benefits

94. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

95. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim

Form.

96. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

97. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

98. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claims Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

99. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may, in its discretion, send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Deadline, or 10 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

100. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class member;

f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

101. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

101. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and

Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

102. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

103. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within 30 days of the Effective Date. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount within 28 days of the invoice.

104. The Settlement Administrator shall distribute Cash Payments and Medical Monitoring codes as requested no later than 60 days after the Effective Date.

105. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 120 days to select their electronic payment. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

106. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that were not sent Postcard Notice with codes and that elected Medical Monitoring with information on how to enroll in the Medical Monitoring, including providing the activation code.

IX. Final Approval Order and Final Judgment

107. Plaintiff shall file his Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs and Service Awards provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

108. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs and Service Awards. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's

injunctions;

e. Release Defendant and the other Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Attorneys' Fees, Costs and Service Awards

109. Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to $200,000.00. The attorneys' fees and costs award approved by the Court shall be sent by wire transfer to an account designated by Class Counsel within 28 days of Final Approval.

110. Class Counsel shall apply to the Court for a Service Award in the amount of $2,500.00 for the Class Representative. The Service Award approved by the Court shall be paid by check or wire transfer to an account as designated by Class Counsel within 28 days of Final Approval

111. This Settlement is not contingent on approval of the request for attorneys' fees, costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees, costs, and a Service Award were negotiated after all material terms of the Settlement.

XI. Releases

112. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of

the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had. Each Party expressly waives all rights under California Civil Code section 1542, which provides:

> 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.

The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

113. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

114. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Members; and (b) Plaintiff and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction or forum, including in any federal, state, or local court or tribunal.

XII. Termination of Settlement

115. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

116. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

117. In the event that with 14 days after the Opt-Out Deadline as approved by the Court there have been more than 400 timely and valid opt-out requests submitted, Defendant may, by notifying Class Counsel and the Court in writing, terminate this Agreement.

118. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIII. Effect of Termination

119. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; of Plaintiff's, Class Counsel's, Defendant's, Defendant's Counsel's obligations under the Settlement 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 rights, claims, and defenses will be retained and preserved.

120. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

121. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

122. Class Counsel believe the claims asserted in the Action have merit, and they have

examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class members.

123. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

124. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) 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 the Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

125. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. Miscellaneous Provisions

126. Confidentiality. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

127. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

128. Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

129. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do

all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

130. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

131. Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

132. 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.

133. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Washington without regard to the principles thereof regarding choice of law.

134. 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 Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

135. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any

suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

136. Notices. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiff or Class Counsel:

Kenneth Grunfeld
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., Suite500
Fort Lauderdale, FL 33301
grunfeld@kolawyers.com

Thomas E. Loeser
COTCHETT PITRE & McCARTHY LLP
1809 7th Ave., Suite 1610
Seattle, WA 98101
tloeser@cpmlegal.com

If to Defendant or Defendant's Counsel:

Josh Becker
SHOOK, HARDY & BACON LLP
1230 Peachtree St., Suite 1200
Atlanta, GA 30309
jbecker@shb.com

The notice recipients and addresses designated above may be changed by written notice.

Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

137. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

138. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

139. Authority. Class Counsel (for the Plaintiff and the Settlement Class Members) and Defendant's Counsel represent and warrant that the persons signing this Agreement have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

140. Agreement Mutually Prepared. Neither Plaintiff nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

141. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter 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 Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

142. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Page to Follow

Docusign Envelope ID: D0A2C01C-4A8F-40D4-8730-BBD2D477FA95

PLAINTIFF

Chris Oakley (Aug 31, 2025 23:18:24 PDT)

Christopher Oakley

CLASS COUNSEL (for Plaintiff and the Settlement Class)

Ken Grunfeld (Aug 28, 2025 09:40:17 EDT)

Kenneth Grunfeld
KOPELOWITZ OSTROW P.A

Thomas Loeser
COTCHETT, PITRE & MCCARTHY, LLP

DEFENDANT

DocuSigned by:
Monica Bernhard
F91294BC854847D...

By: Monica Bernhard
Its: Kitsap Mental Health Services

COUNSEL FOR DEFENDANT

Josh Becker
SHOOK, HARDY & BACON LLP

EXHIBIT 1
(POSTCARD NOTICE)

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

First-Class Mail
US Postage Paid
Permit #__

Oakley v. Kitsap Mental Health Services
Case No. 25-2-00147-18

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE OCTOBER 2024 KITSAP MENTAL HEALTH SERVICES 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.

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»
«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

THIS NOTICE IS ONLY A SUMMARY.
VISIT WWW.[SETTLEMENTWEBSITE].COM
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.

QR code

Why am I receiving this notice?

A Settlement has been reached with Kitsap Mental Health Services ("KMHS") in a class action lawsuit. The case is about the October 2024 cyberattack on KMHS' computers (the "Data Incident"). Files containing private information were accessed. KMHS denies that it did anything wrong, and the Court has not found that KMHS is liable for anything. 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 whose Private Information was compromised in the Data Incident."

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

What are the Settlement benefits?

All Class Members may enroll in two years of **Medical Data Monitoring Services** by CyEx Medical Shield Complete.

YOUR ENROLLMENT CODE IS: «EnrollmentCode»

Save this code. You will receive activation instructions after the Settlement has received final approval

Additionally, (1) if you have documented out-of-pocket losses due to the Data Incident, you can get back up to **$3,000**; and (2) If you spent time fixing problems caused by this incident, you can get back $25/hour for up to four hours (up to $**100**).

Full details and instructions are available online.

How do I receive a benefit?

If you are claiming a payment for out-of-pocket losses, 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 postmarked by [Claims Deadline]**.

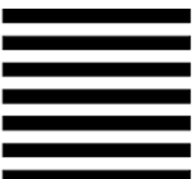
What if I don't want to participate in the Settlement?

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 KMHS for the incident giving rise to *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 Class Counsel's request for attorneys' fees and costs of up to $200,000, and $2,500 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

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

KMHS 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].

Only one Claim Form per Class Member.

Login ID: «LoginID»
PIN: «PIN»

INSTRUCTIONS: Use this card to submit your claim for a Cash Payment for Lost Time.

To claim cash payments for out-of-pocket losses, visit the settlement website at www.[SettlementWebsite].com. To request a full paper Claim Form, call 1-XXX-XXX-XXXX.

☐ Check this box to claim a Cash Payment for Lost Time.

I attest that I spent (select only one): ☐ 1 hour ($25) ☐ 2 hours ($50) ☐ 3 hours ($75) ☐ 4 hours ($100)

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 double check that it is correct:

_____

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

EXHIBIT 2
(LONG FORM NOTICE)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Oakley v. Kitsap Mental Health Services
Case No. 25-2-00147-18
Superior Court of Kitsap County, Washington

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE OCTOBER 2024 KITSAP MENTAL HEALTH SERVICES 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 Kitsap Mental Health Services ("KMHS" or "Defendant") in a class action lawsuit. This case is about the targeted cyberattack on KMHS' computer systems that occurred in October 2024 (the "Data Incident"). Certain files that contained private information were accessed. These files may have contained personal information such as names; addresses; birth dates; Social Security numbers; driver's license or state identification numbers; medical diagnoses, conditions, and/or treatment information; medications; claims information; financial information; and other information used in providing health care.
- The lawsuit is called *Oakley v. Kitsap Mental Health Services*, Case No. 25-2-00147-18. It is pending in the Superior Court of Kitsap County, Washington (the "Litigation").
- KMHS denies that it did anything wrong, and the Court has not found that KMHS is liable for anything.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- KMHS' records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from KMHS.
- 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.	**_____, 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 Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	**_____, 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.	**_____, 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 Defendant 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 grant final approval of 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 5
THE LAWYERS REPRESENTING YOU 6
EXCLUDING YOURSELF FROM THE SETTLEMENT 6
COMMENTING ON OR OBJECTING TO THE SETTLEMENT 7
THE COURT'S FINAL APPROVAL HEARING 8
IF I DO NOTHING 9
GETTING MORE INFORMATION 9

Basic Information

1. Why was this Notice issued?

The Superior Court of Kitsap County, Washington, 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 *Oakley v. Kitsap Mental Health Services*, Case No. 25-2-00147-18. It is pending in the Superior Court of Kitsap County, Washington. The person that filed this lawsuit is called the "Plaintiff" (or "Class Representative") and the entity that was sued, Kitsap Mental Health Services, is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the October 2024 targeted cyberattack on KMHS' computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; addresses; birth dates; Social Security numbers; driver's license or state identification numbers; medical diagnoses, conditions, and/or treatment information; medications; claims information; financial information; and other information used in providing health care.

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 "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt-out from the settlement. In this Settlement, the Class Representative is Christopher Oakley. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Class this way: "All individuals whose Private Information was compromised in the Data Incident."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge's family and staff; (2) KMHS and its employees, officers, and directors; (3) governmental entities; and (4) anyone who validly excludes themselves from the Settlement.

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

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: KMHS 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.

The Settlement Benefits

7. What does the Settlement provide?

KMHS has agreed to pay for a number of different benefits. All Class Members are eligible to enroll in two years of Medical Data Monitoring Services, and may select one or more payment options.

These benefits are explained below.

Medical Data Monitoring Services. All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. 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.

Cash Payment A – Out-of-Pocket Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can make a claim for up to **$3,000.00**. The losses must have occurred between October 17, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- 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 bank statements or 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 B – 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

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
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: KMHS 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 KMHS about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at 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. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

KMHS 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, by email 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 Kenneth Grunfeld of Kopelowitz Ostrow P.A. and Thomas Loeser of Cotchett, Pitre & McCarthy, LLP to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve $200,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by KMHS.

Class Counsel will also ask for a Service Award Payment of $2,500.00 for the Class Representative. The Service Award Payment will also be paid by KMHS.

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 KMHS 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: *Oakley v. Kitsap Mental Health Services*, Case No. 25-2-00147-18, pending in the Superior Court of Kitsap County, Washington;

(2) your full name, mailing address, telephone number, and email address;

(3) 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:

KMHS 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 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: *Oakley v. Kitsap Mental Health Services*, Case No. 25-2-00147-18, pending in the Superior Court of Kitsap County, Washington;

(2) your full name, mailing address, telephone number, and email 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) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;

(6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;

(7) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both; and

(8) your signature (if you have hired your own lawyer, their signature is not sufficient).

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, Class Counsel, and counsel for Defendant.

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

Class Counsel	Counsel for Defendant
Kenneth Grunfeld **KOPELOWITZ OSTROW P.A.** 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301	Josh Becker **SHOOK, HARDY & BACON LLP** 1230 Peachtree St. Suite 1200 Atlanta, GA 30309

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 Superior Court of Kitsap County, Washington, at [Court Address].

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

If you are a 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. 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
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: KMHS 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 3
(CLAIM FORM)

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

Oakley v. Kitsap Mental Health Services
Case No. 25-2-00147-18
Superior Court of Kitsap County, Washington

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 Class this way: "All individuals whose Private Information was compromised in the Data Incident."

Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge's family and staff; (2) KMHS and its employees, officers, and directors; (3) governmental entities; and (4) anyone who validly excludes themselves from the Settlement.

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

AVAILABLE BENEFITS

Kitsap Mental Health Services ("KMHS") has agreed to pay for a number of different benefits. All Class Members are eligible to enroll in two years of Medical Data Monitoring Services, and may select one or more payment options.

These benefits are explained below.

Medical Data Monitoring Services. All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. 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.

Cash Payment A – Out-of-Pocket Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can make a claim for up to $3,000.00. The losses must have occurred between October 17, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

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

Oakley v. Kitsap Mental Health Services
Case No. 25-2-00147-18
Superior Court of Kitsap County, Washington

DATA INCIDENT SETTLEMENT CLAIM FORM

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

You need to send proof, like bank statements or 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 B – 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

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
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: KMHS 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

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

KMHS 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

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

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

Oakley v. Kitsap Mental Health Services
Case No. 25-2-00147-18
Superior Court of Kitsap County, Washington

DATA INCIDENT SETTLEMENT CLAIM FORM

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

I. 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. CREDIT MONITORING SERVICES

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

III. CASH PAYMENT A – OUT-OF-POCKET DOCUMENTED LOSSES

☐ 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 $3,000.00.

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

Description of Documentation Provided	Amount
Example: Unauthorized bank transfer	$500
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.

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

Oakley v. Kitsap Mental Health Services
Case No. 25-2-00147-18
Superior Court of Kitsap County, Washington

DATA INCIDENT SETTLEMENT CLAIM FORM

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

IV. 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.

I attest that I spent (select only one): ☐ 1 hour ($25.00) ☐ 2 hours ($50.00) ☐ 3 hours ($75.00)

☐ 4 hours ($100.00)

V. 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.

VI. 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

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

Oakley v. Kitsap Mental Health Services
Case No. 25-2-00147-18
Superior Court of Kitsap County, Washington

DATA INCIDENT SETTLEMENT CLAIM FORM

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

EXHIBIT 4
(PRELIMINARY APPROVAL ORDER)

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

CHRISTOPHER OAKLEY, *individually and on behalf of all others similarly situated*, Plaintiff, v. KITSAP MENTAL HEALTH SERVICES, Defendant.	Case No. 25-2-00147-18 **[proposed] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

THIS MATTER came before the Court on Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement. Prior to ruling, the Court considered the following documents and evidence:

- Plaintiff's Motion for Preliminary Approval of Class Action Settlement;
- Declaration of Kenneth Grunfeld in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and attached exhibits; and
- The records in this case and arguments of counsel.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Settlement Agreement between Plaintiff and Kitsap Mental Health Services. The terms defined in the Settlement shall have the same meaning in this Order

2. The proposed Settlement appears to be the product of serious, informed, non-collusive negotiations, including a mediation before a mediator with substantial experience with consumer class action cases. The proposed Settlement has no obvious deficiencies, does not

improperly grant preferential treatment to any class members, and falls within the range of possible judicial approval. These factors weigh in favor of granting preliminary approval. *See* William B. Rubenstein, Newberg on Class Actions § 13:10 (5th ed. June 2019 update 5th).

3. For purposes of settlement, the Court finds that the Settlement Class satisfies the requirements of CR 23(a) and (b)(3) and grants conditional and preliminary certification of the following Settlement Class:

> All individuals whose Private Information was compromised in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

4. For purposes of settlement, the numerosity requirement is satisfied because the Class consists of approximately over 70,000 individuals. *See* CR 23(a)(1); *Miller v. Farmer Bros. Co.*, 115 Wn. App. 815, 821, 64 P.3d 49 (2003).

5. For purposes of settlement, the commonality requirement is satisfied because there are overarching questions of law and fact common to the class, including, but not limited to: (a) whether Defendant's security environment was adequate to protect Settlement Class members' Private Information; (b) whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of information compromised in the Data Incident; (c) whether Defendant's data security systems prior to and during the Data Incident complied with applicable data security laws and regulations; (d) whether Defendant knew or should have known its data security systems and monitoring processes were deficient; (e) whether Defendant's conduct rose to the level of negligence; (f) whether Defendant breached contracts it had with its patients, including Plaintiff and Class Members; (g) whether Defendant was unjustly enriched; and (h) whether Plaintiff and Class Members are entitled to damages and equitable relief, including injunctive relief, restitution, and/or disgorgement. *See* CR 23(a)(2); *Smith v. Behr*

Process Corp., 113 Wn. App. 306, 320, 54 P.3d 665 (2002).

6. For purposes of settlement, the typicality requirement is satisfied because Plaintiff's claims arise from the same course of conduct that gives rise to the claims of other Class Members and is based on the same legal theory. *See* CR 23(a)(3); *Pellino v. Brink's Inc.*, 164 Wn. App. 668, 267 P.3d 383, 392 (2011).

7. For purposes of settlement, the adequacy requirement is satisfied because Plaintiff has no interests antagonistic to the other Class Members and is represented by experienced and qualified counsel. *See Hansen v. Ticket Track, Inc.*, 213 F.R.D. 412, 415 (W.D. Wash. 2003).

8. For purposes of settlement, the predominance requirement is satisfied because there is a "common nucleus of operative facts" to each Class Member's claim, and all Class Members were subject to the same conduct by Defendant. *See* CR 23(b)(3); *Chavez v. Our Lady of Lourdes Hosp. at Pasco*, 190 Wn.2d 507, 516, 415 P.3d 224 (2018).

9. For purposes of settlement, the superiority requirement is satisfied because the resolution of approximately 70,000 claims in one action is far superior to individual lawsuits and promotes consistency and efficiency of adjudication, particularly in a case like this one with modest individual damages. *See* CR 23(b)(3); *Chavez*, 190 Wn.2d at 518-23.

10. For purposes of settlement, the Court appoints Christopher Oakley as the class representative.

11. The Court appoints Kenneth Grunfeld of Kopelowitz Ostrow P.A. and Thomas Loeser of Cotchett, Pitre & McCarthy, LLP as Class Counsel for settlement purposes.

12. The Court appoints and has jurisdiction over Simpluris, L.L.C. as the Settlement Administrator. As provided for in the Settlement Agreement, the Settlement Administrator shall disseminate notice to Class Members by mail, track responses, mail Settlement Awards, and arrange for the filing of tax forms and any payments relating to the Settlement Fund, and perform such other duties as are called for by the Settlement Agreement or ordered by the Court.

13. The Court approves, as to form and content, the notices attached as exhibits to the Settlement Agreement that the Parties have prepared (collectively the "notices"). The notices

provide all of the information Class Members need to evaluate and respond to the Settlement, including: the nature of the litigation; the general terms of the proposed Settlement; their rights under the Settlement; an explanation of how they can object to or exclude themselves from the Settlement; the identity of Class Counsel and that Class Counsel will request attorneys' fees and expenses from the Settlement Fund; and the date and time of the Final Approval Hearing. The notices also direct Class Members to a website established by the Settlement Administrator that will provide additional information about the Settlement, as well as a toll-free number established by the Settlement Administrator that Class Members can call with questions about the Settlement.

14. The Court also approves the parties' plan for disseminating notice, which will ensure that Class Members receive "the best notice practicable under the circumstances." *See* CR 23(c)(2). Issuance of notice substantially in the manner set forth in the Settlement Agreement satisfies the requirements of due process and applicable state and federal law and constitutes due and sufficient notice to all members of the Settlement Class.

15. Within 10 days of the date of this order, Defendant shall provide the Settlement Class List to the Settlement Administrator.

16. Within 25 days of this order, the Settlement Administrator shall begin to distribute notice to all Class Members as provided in the Settlement Agreement.

17. Any Class Member may be excluded from the Settlement by submitting a written request to the Settlement Administrator no later than 15 days before the initial scheduled Final Approval Hearing. Following final approval of the Settlement and the occurrence of the Effective Date, each Class Member who does not submit a timely, valid request for exclusion shall be bound by the releases in the Settlement Agreement.

18. Any Class Member may object to the Settlement by submitting a written statement to the Settlement Administrator no later than 15 days before the initial scheduled Final Approval Hearing. The statement of objection must include the information stated in Paragraph 91 of the Settlement Agreement. Any objector or their attorney may appear at the Final Approval Hearing. In order to do so, such objectors or their attorneys must file a notice of appearance with the Court

no later than 10 days before the Final Approval Hearing and send a copy of the notice of appearance to Class Counsel and Defendant's Counsel.

19. Class Counsel shall file their motion for entry of the Final Approval Order, final approval of the Settlement, and their motion for attorneys' fees and reimbursement of costs and for service awards to the class representatives no later than 45 days prior to the Final Approval Hearing.

20. The Final Approval Hearing shall be held before this Court [at least 120 days after this order] on _____, 2025 at _____.

21. At the hearing, the Court will consider whether the prerequisites for class certification and treatment under CR 23(a) and (b)(3) are satisfied and whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court. The Court will also consider Class Counsel's motion for attorneys' fees and costs and for service awards to the class representatives, and rule on any other matters that the Court deems appropriate.

22. The Court retains jurisdiction over the Action and all matters arising out of or connected with the proposed Settlement. All deadlines in the current Case Scheduling Order are hereby stricken, including the trial date, and all proceedings in the Action are hereby stayed other than proceedings relating to the consideration of whether the Settlement should be approved. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement. After the Final Approval Hearing, the Court may approve the Settlement without further notice to Class Members.

23. If the Court does not enter the Final Approval Order, or if the Effective Date does not occur for any reason, then the Action shall proceed as if the Settlement Agreement had not been executed. If that occurs, the Parties shall meet and confer and present the court with a proposed revised case scheduling order.

IT IS SO ORDERED.

Dated: _____ _____
Judge of the Superior Court

Presented by:

/s/__
Thomas E. Loeser (SBN 38701)
COTCHETT, PITRE & MCCARTHY, LLP
Thomas E. Loeser (SBN 38701)
Karin B. Swope (SBN 24015)
Jacob M. Alhadef (SBN 62151)
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Counsel for Plaintiff

/s/__
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701 Fifth Avenue, Suite 6800
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Tel: (206) 344-7600
E-mail: srich@shb.com

Counsel for Defendant Kitsap Mental Health Services

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Kitsap Mental Health Services Settlement Resolves Class Action Suit Over Oct. 2024 Data Breach