

**IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN AND FOR CLARK COUNTY**

GREGORY COOPER, HUNTER  
ELLINGSON, MICHAEL MATSUBARA,  
DOUGLAS FEHLEN, REBECCA  
McCORMICK, REGINA AUNSPAUGH,  
NICHOLE LAWRENCE, CHARLES  
METHVIN, and JENNIFER CANTERBURY,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

REBOUND ORTHOPEDICS &  
NEUROSURGERY P.C.,

Defendant.

No. 25-2-00545-06

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs, individually and on behalf of the Settlement Class, and Defendant. 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 provides orthopedic and neurosurgery medical care, including hand therapy, sports medicine, physical therapy, and MRI scans, and serves Washington and Oregon. Defendant collects, maintains, and stores Private Information pertaining to current and former patients.

2. On or about February 1, 2024, Defendant discovered it was experiencing a

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II herein.

1 cyberattack on its computer systems which may have resulted in unauthorized access to certain  
2 files within those systems. The files accessed may have included the following Private  
3 Information: some combination of full names, dates of birth, Social Security numbers, driver's  
4 license numbers, medical information, health insurance information, and financial account  
5 information.

6 3. On April 15, 2024, Defendant began sending notice letters to affected individuals  
7 regarding the Data Incident.

8 4. On February 7, 2025, Plaintiffs Gergory Cooper and Hunter Ellingson filed the  
9 first complaint against Defendant alleging claims arising out of the Data Incident, in the Superior  
10 Court of the State of Washington, Clark County. Case No. 25-2-00545-06.

11 5. Five other complaints arising out of the Data Incident were filed in the Superior  
12 Court of the State of Washington, Clark County, which the Court consolidated on May 23, 2025.  
13 Plaintiffs Charles Methvin and Jennifer Canterbury filed another complaint arising out of the  
14 Data Incident in the U.S. District Court for the Western District of Washington, which was  
15 voluntarily dismissed on May 23, 2025.

16 6. On June 23, 2025, Plaintiffs filed their consolidated class action complaint  
17 incorporating the claims of Plaintiffs Gregory Cooper, Hunter Ellingson, Douglas Fehlen,  
18 Rebecca McCormick, Michael Matsubara, Regina Aunspaugh, Nichole Lawrence, Charles  
19 Methvin, and Jennifer Canterbury, alleging claims for: (1) negligence, (2) breach of implied  
20 contract; (3) unjust enrichment, (4) breach of fiduciary duty, (5) invasion of privacy, (6) violation  
21 of the Washington Consumer Protection Act, and (7) violation of the Oregon Unlawful Trade  
22 Practices Act.

23 7. Shortly thereafter, the Parties decided to explore early resolution and scheduled a  
24 mediation for September 16, 2025, with experienced data breach class action mediator the  
25 Honorable Ronald B. Leighton of WAMS (Washington Arbitration and Mediation Service). In  
26 advance of the mediation, Plaintiffs consulted with liability and damage experts and requested  
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1 certain information from Defendant to which Defendant responded by providing information  
2 related to, among other things, the number of individuals and the specific type of information  
3 breached. The Parties also prepared and submitted mediation statements in advance of the  
4 mediation.

5 8. The Parties attended a full day of mediation on September 16, 2025. They did not  
6 reach a settlement that day, but continued to engage in settlement negotiations after the  
7 mediation, and reached an agreement in principle on September 26, 2025.

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

24 NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the  
25 receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to  
26 approval by the Court, as follows.  
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1 **II. Definitions**

2 10. “**Action**” means the class action lawsuit entitled: *Gregory Cooper, et al.*  
3 *v. Rebound Orthopedics & Neurosurgery P.C.*, Case No. No. 25-2-00545-06 (Wash. Super. Ct.,  
4 Clark Cnty.).

5 11. “**Agreement**” or “**Settlement Agreement**” or “**Settlement**” means this  
6 agreement between Plaintiffs and Defendant, including all exhibits.

7 12. “**Application for Attorneys’ Fees, Costs and Service Awards**” means the  
8 application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees  
9 and costs, and service awards for the Class Representatives.

10 13. “**Cash Payment**” means compensation paid to Settlement Class Members who  
11 submitted a Claim and elected either Cash Payment A – Documented Losses or Cash Payment B  
12 – *Pro Rata* Cash.

13 14. “**Cash Payment A – Documented Losses**” means the Settlement Class Member  
14 Benefit consisting of a maximum payment of \$5,000.00, that Settlement Class Members, who  
15 incurred documented losses, may elect pursuant to Section V herein.

16 15. “**Cash Payment B – Alternate Cash**” means the Settlement Class Member  
17 Benefit consisting of an estimated \$75.00 cash payment, that Settlement Class Members may  
18 elect under Section V herein.

19 20. “**Claim**” means the submission of a Claim Form by a Claimant for Settlement  
20 Class Member Benefits.

21 21. “**Claim Form**” means the proof of claim, substantially in the form attached hereto  
22 as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements  
23 of the Settlement Administrator.

24 22. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final  
25 Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement  
26 Administrator for a Settlement Class Member to be eligible for a Cash Payment and/or Medical  
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1 Data Monitoring.

2 23. “**Claimant**” means an individual who submits a Claim Form.

3 24. “**Claims Process**” means the process by which Claimants may submit Claim  
4 Forms online at the Settlement Website or by mail to the Settlement Administrator, including the  
5 procedure to approve or reject Claims.

6 25. “**Class Counsel**” means Kaleigh N. Boyd of Tousley Brain Stephens PLLC, Jeff  
7 Ostrow of Kopelowitz Ostrow P.A., and Andrew J. Shamis of Shamis & Gentile, P.A.

8 26. “**Class List**” means a list of Settlement Class Members’ full names and current  
9 postal addresses as reflected in Defendant’s records, that Defendant shall prepare and provide to  
10 the Settlement Administrator following Preliminary Approval.

11 27. “**Class Representatives**” means the Plaintiffs the Court approves as  
12 representatives of the Settlement Class.

13 28. “**Complaint**” means the Consolidated Class Action Complaint filed by Plaintiffs  
14 on June 23, 2025.

15 29. “**Court**” means the Superior Court for the State of Washington in and for Clark  
16 County and the Judge(s) assigned to the Action.

17 30. “**Data Incident**” means the cybersecurity incident which occurred on February 1,  
18 2024 involving the Defendant and potentially resulting in the unauthorized access to or  
19 acquisition of Settlement Class Members’ Private Information.

20 31. “**Defendant**” means Northwest Surgical Specialists, a Washington Professional  
21 Service Corporation doing business as Rebound Orthopedics & Neurosurgery P.C., the defendant  
22 in the Action.

23 32. “**Defendant’s Counsel**” means Michael Jervis of Mullen Coughlin LLC.

24 33. “**Effective Date**” means the day after the following events have occurred : (1)  
25 This Settlement Agreement has been fully executed by all Parties and their counsel; (2) the Court  
26 has entered the Preliminary Approval Order without material change; (3) the Settlement  
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1 Agreement has not been terminated for any reason; and (4) (a) 30 days after entry of the Final  
2 Approval Order if no appeals are taken from the Final Approval Order; (b) if appeals are taken  
3 from the Final Approval Order, such appeal has been finally resolved and has resulted in an  
4 affirmation of the Final Approval Order; or (c) the Court, following the resolution of the appeal,  
5 enters a further order or orders approving the Settlement on the material terms set forth herein,  
6 and either the time to further appeal from such order has expired and no further appeal is taken  
7 from such order(s) or any such appeal has been finally resolved and results in affirmation of such  
8 order(s).

9       34.     **“Escrow Account”** means the interest-bearing account to be established by the  
10 Settlement Administrator consistent with the terms and conditions described herein.

11       35.     **“Final Approval”** means the final approval of the Settlement, which occurs when  
12 the Court enters the Final Approval Order.

13       36.     **“Final Approval Hearing”** means the hearing held before the Court during which  
14 the Court will consider granting Final Approval of the Settlement and the Application for  
15 Attorneys’ Fees, Costs and Service Awards.

16       37.     **“Final Approval Order”** means the order granting Final Approval of the  
17 Settlement, substantially in the form attached hereto as ***Exhibit 5***.

18       38.     **“Long Form Notice”** means the long form notice of the Settlement, substantially  
19 in the form attached hereto as ***Exhibit 2***, that shall be posted on the Settlement Website and shall  
20 be available to Settlement Class Members by mail on request made to the Settlement  
21 Administrator.

22       39.     **“Medical Data Monitoring”** means the CyEx Medical Shield Complete  
23 monitoring product with one year of credit and medical record monitoring that Settlement Class  
24 Members may elect as a Settlement Class Member Benefit under the Settlement.

25       40.     **“Motion for Final Approval”** means the motion that Plaintiffs and Class Counsel  
26 shall file with the Court seeking Final Approval of the Settlement, including Class Counsel’s  
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1 Application for Attorneys' Fees, Costs, and Service Awards.

2 41. **"Motion for Preliminary Approval"** means the motion that Plaintiffs shall file  
3 with the Court seeking Preliminary Approval of the Settlement.

4 42. **"Notice"** means the Postcard Notice and Long Form Notice that Plaintiffs will ask  
5 the Court to approve in connection with the Motion for Preliminary Approval.

6 43. **"Notice Program"** means the methods provided for in this Agreement for giving  
7 Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, Settlement  
8 Website, and the Settlement Class toll-free telephone number.

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

11 45. **"Objection Deadline"** means 15 days before the initial scheduled Final Approval  
12 Hearing.

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

15 47. **"Party"** means each of the Plaintiffs and Defendant, and **"Parties"** means  
16 Plaintiffs and Defendant, collectively.

17 48. **"Plaintiffs"** mean Gregory Cooper, Hunter Ellingson, Michael Matsubara,  
18 Douglas Fehlen, Rebecca McCormick, Regina Aunspaugh, Nicole Lawrence, Charles Methvin,  
19 and Jeniffer Canterbury, the plaintiffs in the Action.

20 49. **"Postcard Notice"** means the Postcard Notice of the Settlement, substantially in  
21 the form attached hereto as *Exhibit 1* that the Settlement Administrator shall distribute to  
22 Settlement Class Members.

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

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

2 52. “**Private Information**” means the information collected by Defendant, pertaining  
3 to current and former employees and patients, that was impacted in the Data Incident, including,  
4 but not limited to, names, dates of birth, Social Security numbers, driver’s license numbers,  
5 medical information, health insurance information, and financial account information.

6 53. “**Releases**” means the releases and waiver set forth in Section XIII of this  
7 Agreement.

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

17 55. “**Released Parties**” means Defendant and each entity which is controlled by,  
18 controlling or under common control with Defendant and its past, present, and future direct and  
19 indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries,  
20 affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees,  
21 partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers,  
22 administrators, executors, and trustees.

23 56. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their  
24 respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates,  
25 administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other  
26 advisors, and any other representatives of any of these persons and entities.  
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1           57.    “**Settlement Administrator**” means Simpluris, Inc. or Simpluris.

2           58.    “**Service Awards**” means the awards that Class Counsel will request the Court  
3 approve for the Plaintiffs for serving as Class Representatives.

4           59.    “**Settlement Administration Costs**” means all costs and fees of the Settlement  
5 Administrator regarding Notice and Settlement administration.

6           60.    “**Settlement Class**” means all living individuals residing in the United States  
7 whose Private Information may have been accessed in the Data Incident, including all those who  
8 were sent a notice by Defendant that their Private Information may have been impacted by the  
9 Data Incident. Excluded from the Settlement Class are (a) all persons who are directors, officers,  
10 and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that  
11 Judge’s immediate family, and Court staff.

12          61.    “**Settlement Class Member**” means any member of the Settlement Class.

13          62.    “**Settlement Class Member Benefits**” means the Cash Payment and/or Medical  
14 Data Monitoring that Settlement Class Members may elect to Claim pursuant to Section V herein.

15          63.    “**Settlement Fund**” means the non-reversionary all cash \$2,500,000.00 fund that  
16 Defendant is obligated to fund or cause to be funded under the terms of the Settlement.

17          64.    “**Settlement Website**” means the website the Settlement Administrator will  
18 establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice  
19 and information about the Settlement, including hyperlinked access to this Agreement, the  
20 Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval and  
21 Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well  
22 as other documents as the Parties agree to post or the Court orders posted. The Settlement  
23 Website shall remain online and operable for at least six months after Final Approval.

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

9 **III. Settlement Fund**

10 66. Within 21 days following Preliminary Approval, Defendant shall pay or cause to  
11 be paid an amount estimated by the Settlement Administrator to be sufficient to pay the  
12 Settlement Administration Costs to be incurred prior to the Effective Date. Within 21 days of  
13 the Effective Date, Defendant shall pay or cause to be paid the remaining amount required to  
14 fund the full Settlement Fund. For the avoidance of doubt, Defendant's obligations pursuant to  
15 the Settlement shall in no event exceed the \$2,500,000 Settlement Fund and Defendant shall not  
16 be responsible for any other payments or obligations under the Settlement. The Settlement Fund  
17 shall be used to pay all Settlement Administration Costs, any Court-awarded attorneys' fees,  
18 costs, and Service Awards, and all Settlement Class Member Benefits.

19 67. The funds in the Escrow Account shall be deemed a "qualified settlement fund"  
20 within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the  
21 Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating  
22 to them) arising with respect to the income earned by the Escrow Account or otherwise, including  
23 any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs,  
24 and/or Class Counsel with respect to income earned by the Escrow Account, for any period  
25 during which the Escrow Account does not qualify as a "qualified settlement fund" for the  
26 purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account.  
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1 Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or  
2 responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant,  
3 Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without  
4 limitation, taxes payable by reason of any such indemnification).

5 **IV. Certification of the Settlement Class**

6 68. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to  
7 the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees  
8 solely for purposes of the Settlement provided for in this Agreement, and the implementation of  
9 such Settlement, that this case shall proceed as a class action; provided however, that if the  
10 Effective Date does not occur, then any certification shall be null and void and, for the avoidance  
11 of doubt, Defendant shall retain all rights to object to any future requests to certify a class. This  
12 Agreement shall not be referenced or relied upon in support of any future motion for class  
13 certification or proceeding.

14 **V. Settlement Consideration**

15 69. When submitting a Claim, Settlement Class Members must choose either Cash  
16 Payment A – Documented Losses or Cash Payment B – Alternate Cash. Additionally, Settlement  
17 Class Members may elect to receive Medical Data Monitoring. If a Settlement Class Member  
18 does not submit a Valid Claim or opt-out of the Settlement, the Settlement Class Member will  
19 release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

20 **a. Cash Payment A – Documented Losses**

21 Settlement Class Members may submit a Claim for a Cash Payment for up to \$5,000.00  
22 per Settlement Class Member upon presentment of documented losses related to the Data  
23 Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash  
24 Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses.  
25 Settlement Class Members will be required to submit reasonable documentation supporting the  
26 losses. Settlement Class Members shall not be reimbursed for expenses if they have been  
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1 reimbursed for the same expenses by another source, including compensation provided in  
2 connection with the identity protection and identity monitoring services offered as part of the  
3 notification letter provided by Defendant or otherwise. Reasonable documentation must include  
4 third-party documents such as but not limited to receipts, invoices, etc. Self-prepared documents  
5 themselves are insufficient but may be considered to explain or otherwise in connection with  
6 third-party documents. If a Settlement Class Member does not submit reasonable documentation  
7 supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason,  
8 and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

9 **b. Cash Payment B – Alternate Cash**

10 As an alternative to Cash Payment A – Documented Losses above, a Settlement Class  
11 Member may elect to receive Cash Payment B – Alternate Cash, which is a cash payment in an  
12 estimated amount of \$75.00.

13 **c. Medical Data Monitoring**

14 In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also  
15 make a Claim for Medical Data Monitoring that includes two years of CyEx’s Medical Shield  
16 Complete. The product includes credit monitoring with one bureau, with additional monitoring  
17 of: (a) healthcare insurance plan IDs, healthcare beneficiary identifier ID; (b) medical records;  
18 (c) national provider identifier; (d) international classification of disease; (e) health savings  
19 account; (f) high risk; and (g), Dark Web. The product also provides for \$1,000,000 of identity  
20 theft insurance and contains real-time alerts and victim assistance.

21 **70. Pro Rata Adjustments on Cash Payments** – Settlement Class Cash Payments  
22 will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to  
23 exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts  
24 the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata*  
25 accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement  
26 Administrator must distribute the funds in the Settlement Fund first for payment of Settlement  
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Administration Costs, then for Attorneys' Fees and Service Awards, then Medical Data Monitoring, and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

**VI. Settlement Approval**

71. Within 10 days following execution of this Agreement, Plaintiffs 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.

72. 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 Claim 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 Plaintiffs as Class Representatives and Kaleigh N. Boyd, Jeff Ostrow, and Andrew J. Shamis as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

**VII. Settlement Administrator**

73. The Parties agree that, subject to Court approval, Simpluris 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.

74. 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

1 Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating  
2 the Notice Program, handling the Claims Process, administering the Settlement Fund, and  
3 ensuring the distribution of Settlement Class Member benefits.

4 75. The Settlement Administrator's duties include:

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

10 b. Establishing and maintaining the Settlement Fund in the Escrow Account  
11 approved by the Parties;

12 c. Establishing and maintaining a post office box to receive opt-out requests  
13 from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

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

16 e. Establishing and maintaining an automated toll-free telephone line for  
17 Settlement Class Members to call with Settlement-related inquiries, and answering the frequently  
18 asked questions of Settlement Class Members who call with or otherwise communicate such  
19 inquiries;

20 f. Responding to any mailed Settlement Class Member inquiries;

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

22 h. Providing weekly reports to Class Counsel and Defendant's Counsel that  
23 summarize the number of Claims submitted, Claims approved and rejected, Notices of  
24 Deficiency sent, opt-out requests and objections received that week, the total number of opt-out  
25 requests and objections received to date, and other pertinent information;

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

7 j. Distributing, out of the Settlement Fund, Cash Payments by electronic  
8 means or by paper check;

9 k. Paying, out of the Settlement Fund, CyEx for Medical Data Monitoring  
10 for those Settlement Class Members who elect Medical Data Monitoring and ensuring  
11 monitoring activation codes are disseminated;

12 l. Paying Court-approved attorneys' fees, costs, and the Service Awards out  
13 of the Settlement Fund;

14 m. Paying Settlement Administration Costs out of the Settlement Fund  
15 following approval by Class Counsel; and

16 n. Any other Settlement administration function at the instruction of Class  
17 Counsel and Defendant's Counsel.

18 **VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures**

19 76. Defendant will make available to Class Counsel and the Settlement Administrator  
20 the Class List no later than ten days after entry of the Preliminary Approval Order. To the extent  
21 necessary, Defendant will cooperate with updating the Class List to accomplish the Notice  
22 Program and otherwise administer the Settlement.

23 77. Within 30 days following entry of the Preliminary Approval Order, the Settlement  
24 Administrator shall commence the Notice Program using the forms of Notice approved by the  
25 Court.

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

12         79. The Settlement Administrator shall establish the Settlement Website no later than  
13 the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement  
14 Website makes available the Court-approved online Claim Form that can be submitted directly  
15 on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement  
16 Administrator.

17         80. The Long Form Notice also shall include a procedure for Settlement Class  
18 Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class  
19 Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class  
20 Member may opt-out of the Settlement Class at any time during the Opt-Out period by mailing  
21 a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out  
22 Deadline. The opt-out request must be personally signed by the Settlement Class Member and  
23 contain the requestor's name, address, telephone number, and email address (if any), and include  
24 a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class  
25 Member who does not timely and validly request to opt-out shall be bound by the terms of this  
26 Agreement even if that Settlement Class Member does not submit a Valid Claim. A Class  
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1 Member may only opt out individually and not on a group or representative basis.

2       81. The Long Form Notice also shall include a procedure for Settlement Class  
3 Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and  
4 Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the  
5 Long Form Notice to obtain the objection instructions. Objections must be filed with the Court,  
6 and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator.  
7 For an objection to be considered by the Court, the relevant Settlement Class Member must  
8 submit the objection no later than the Objection Deadline, as specified in the Notice, and the  
9 relevant Settlement Class Member must not have excluded herself from the Settlement Class. If  
10 submitted by mail, an objection shall be deemed to have been submitted when posted if received  
11 with a postmark date indicated on the envelope if mailed first-class postage prepaid. In other  
12 words, objections by mail postmarked later than the Objection Deadline are late and will not be  
13 considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be  
14 deemed to have been submitted on the shipping date reflected on the shipping label.

15       82. For an objection to be considered by the Court, the objection must also set forth:  
16           a. the objector's full name, mailing address, telephone number, and email  
17 address (if any);  
18           b. all grounds for the objection, accompanied by any legal support for the  
19 objection known to the objector or objector's counsel;  
20           c. the number of times the objector has objected to a class action settlement  
21 within the 5 years preceding the date that the objector files the objection, the caption of each case  
22 in which the objector has made such objection, and a copy of any orders related to or ruling upon  
23 the objector's prior objections that were issued by the trial and appellate courts in each listed  
24 case;  
25           d. the identity of all counsel who represent the objector, including any former  
26 or current counsel who may be entitled to compensation for any reason related to the objection  
27

1 to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

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

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

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

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

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

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

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

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

1 **IX. Claim Process and Disbursement of Cash Payments and Medical Data Monitoring**

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

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

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

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

20 89. The Settlement Administrator shall exercise, in its discretion, all usual and  
21 customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and  
22 abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole  
23 or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties  
24 can instruct the Settlement Administrator to take whatever steps it deems appropriate if the  
25 Settlement Administrator identifies actual or possible fraud or abuse relating to the submission  
26 of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual  
27

1 or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement  
2 Administrator and Parties may require information from Claimants or deny Claims, subject to  
3 the supervision of the Parties and ultimate oversight by the Court.

4 90. Claim Forms that do not meet the terms and conditions of this Settlement shall be  
5 promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise  
6 the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected.  
7 However, if the Claim Form is rejected for containing incomplete or inaccurate information,  
8 and/or omitting required information, the Settlement Administrator may send a Notice of  
9 Deficiency explaining what information is missing or inaccurate and needed to validate the Claim  
10 and have it submitted for consideration. The Settlement Administrator shall notify the Claimant  
11 using the contact information provided in the Claim Form. The additional information and/or  
12 documentation can include, for example, answers to questions regarding the validity of the  
13 Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15  
14 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or  
15 via email, whichever is later, to reply to the Notice of Deficiency and provide the required  
16 information. If the Claimant timely and adequately provides the requested information and/or  
17 documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement  
18 Administrator. If the Claimant does not timely and completely provide the requested information  
19 and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless  
20 Defendant and Class Counsel otherwise agree.

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

- 23 a. Failure to fully complete and/or sign the Claim Form;
- 24 b. Illegible Claim Form;
- 25 c. The Claim Form is fraudulent;
- 26 d. The Claim Form is duplicative of another Claim Form;
- 27

- 1 e. The Claimant is not a Settlement Class Member;
- 2 f. The Claimant submitted a timely and valid request to opt out of the
- 3 Settlement Class.
- 4 g. The person submitting the Claim Form requests that payment be made to
- 5 a person or entity other than the Claimant for whom the Claim Form is submitted;
- 6 h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- 7 i. The Claim Form otherwise does not comply with the requirements of this
- 8 Settlement.

9 92. The Settlement Administrator's reduction or denial of a Claim is final, subject to

10 the following dispute resolution procedures:

- 11 a. The Settlement Administrator shall have 30 days from the Claim Form
- 12 Deadline to approve or reject Claims.
- 13 b. A request for additional information by sending a Notice of Deficiency
- 14 shall not be considered a denial for purposes of this Paragraph.
- 15 c. If a Claim is rejected, the Settlement Administrator shall notify the
- 16 Claimant using the contact information provided in the Claim Form. Class Counsel and
- 17 Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- 18 d. The Settlement Administrator's determination as to whether to approve,
- 19 deny, or reduce a Claim shall be final and binding.

20 93. The Settlement Administrator shall provide all information gathered in

21 investigating Claims, including, but not limited to, copies of all correspondence and email and

22 all notes of the Settlement Administrator, the decision reached, and all reasons supporting the

23 decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and

24 Defendant's Counsel shall have the right to inspect the Claim Forms and supporting

25 documentation received by the Settlement Administrator at any time upon reasonable notice.

26 94. No person or entity shall have any claim against Defendant, Defendant's Counsel,

27

1 Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any  
2 eligibility determinations, distributions, or awards made in accordance with this Settlement.

3 95. The Settlement Administrator shall distribute the Settlement Class Member  
4 Benefits no later than 30 days after the Effective Date.

5 96. Cash Payments to Settlement Class Members will be made by electronic payment  
6 or by paper check, by sending Settlement Class Members with Valid Claims an email to select  
7 from alternative forms of electronic payment or by paper check. Settlement Class Members will  
8 have a period of 90 days to select their electronic payment. In the event of any complications  
9 arising in connection with the issuance of an electronic payment, the Settlement Administrator  
10 shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific  
11 instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall  
12 proceed to resolve the dispute using its best practices and procedures to ensure that the funds are  
13 fairly and properly distributed to the person or persons who are entitled to receive them. In the  
14 event the Settlement Administrator is unable to distribute funds to the person or persons entitled  
15 to receive them due to incorrect or incomplete information provided to the Settlement  
16 Administrator, the funds shall become residual funds, and the Settlement Class Member shall  
17 forfeit their entitlement right to the funds.

18 97. The Settlement Administrator will send an email to Settlement Class Members  
19 with Valid Claims that elected Medical Data Monitoring with information on how to enroll in  
20 the Medical Data Monitoring, including the activation code.

21 **X. Final Approval Order and Final Judgment**

22 98. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of  
23 the Application for Attorneys' Fees, Costs and Service Awards, no later than 45 days before the  
24 initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will  
25 hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for  
26 Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear  
27

1 argument at the Final Approval Hearing from any Settlement Class Members (or their counsel)  
2 who object to the Settlement and/or to the Application for Attorneys' Fees, Costs and Service  
3 Awards provided the objectors submitted timely objections that meet all of the requirements  
4 listed in this Agreement.

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

- 9 a. Determine that the Settlement is fair, adequate and reasonable;
- 10 b. Finally certify the Settlement Class for settlement purposes only;
- 11 c. Determine that the Notice Program satisfies Due Process requirements;
- 12 d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing  
13 any of the Released Claims at any time and in any jurisdiction, including during any appeal from  
14 the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- 15 e. Release Defendant and the other Released Parties from the Released  
16 Claims; and
- 17 f. Reserve the Court's continuing and exclusive jurisdiction over the Parties  
18 to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all  
19 objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its  
20 terms.

21 **XI. Attorneys' Fees, Costs and Service Award**

22 100. ***Service Awards*** – As part of the Motion for Final Approval, Class Counsel shall  
23 apply to the Court for Service Awards in the amount of \$2,000.00 for each of the Class  
24 Representatives. The Service Awards approved by the Court shall be paid by the Settlement  
25 Administrator out of the Settlement Fund by wire transfer to an account designated by Class  
26 Counsel within 22 days of the Effective Date.  
27

1           101. ***Attorneys' Fees and Costs*** – As part of the Motion for Final Approval, Class  
2 Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the  
3 Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards  
4 approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund  
5 by wire transfer to an account designated by Class Counsel within thirty days of the Effective  
6 Date.

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

12 **XII. Disposition of Residual Funds**

13           103. In the event there are funds remaining in the Settlement Fund 20 days following  
14 the 90-day period to cash checks or for Settlement Class Members to select the form of electronic  
15 payment, following payment of Settlement Class Member Payments, any residual shall be  
16 distributed in equal parts to the Legal Foundation of Washington and to the Clark County  
17 Volunteer Lawyers Program, <https://ccvlp.org/>, as a mutually agreeable *cy pres* recipient  
18 approved by the Court as part of the Final Approval Order.

19 **XIII. Releases**

20           104. Upon the Effective Date, and in consideration of the settlement relief and other  
21 consideration described herein, the Releasing Parties shall be deemed to have, and by operation  
22 of the Final Approval Order shall have, fully, finally, and forever released, acquitted,  
23 relinquished, and completely discharged the Released Parties from any and all Released Claims,  
24 including but not limited to any state law or common law claims arising out of or relating to the  
25 Data Incident that the Releasing Parties may have or had, such as under California's Consumer  
26 Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair  
27



1 Competition Law, California Civil Code section 17200 *et seq.*, or other similar State or Federal  
2 laws. Each Party expressly waives all rights under California Civil Code section 1542, which  
3 provides:

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

10 The Releasing Parties also waive the provisions and rights of any law(s) of other jurisdictions  
11 that are comparable in effect to California Civil Code section 1542 (including, without limitation,  
12 Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota  
13 Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed,  
14 they will not, directly or indirectly, individually or in concert with another, maintain, cause to be  
15 maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit,  
16 arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties  
17 based on any of the Released Claims, whether known or unknown at the time this Agreement is  
18 executed.

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

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

1 **XIV. Termination of Settlement**

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

4 a. Court approval of the Settlement consideration set forth in Section V and  
5 the Releases set forth in Section XIII of this Agreement;

6 b. The Court has entered the Preliminary Approval Order;

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

10 d. The Effective Date has occurred.

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

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

21 **XV. Effect of Termination**

22 110. The grounds upon which this Agreement may be terminated are set forth in  
23 Section XIV. In the event of a termination, this Agreement shall be considered null and void; all  
24 of Plaintiff's, Class Counsel's, Defendant's, Defendant's Counsel's obligations under the  
25 Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo*  
26 *ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event  
27

1 of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses  
2 will be retained and preserved. In the event of such a termination, any amounts paid by Defendant  
3 which have not yet been incurred for required Settlement Administration Costs shall be returned  
4 to Defendant.

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

10 **XVI. No Admission of Liability**

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

20 113. Class Counsel believe the claims asserted in the Action have merit, and they have  
21 examined and considered the benefits to be obtained under the proposed Settlement set forth in  
22 this Agreement, the risks associated with the continued prosecution of this complex, costly, and  
23 time-consuming litigation, and the likelihood of success on the merits of the Action. Class  
24 Counsel have investigated the facts and law relevant to the merits of the claims, conducted  
25 informal discovery, and conducted independent investigation of the alleged claims. Class  
26 Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate,  
27

1 reasonable, and in the best interests of the Settlement Class Members.

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

7       115. Neither the Settlement, nor any act performed or document executed pursuant to  
8 or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission  
9 of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members,  
10 or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or  
11 may be used as, an admission of, or evidence of, any fault or omission of any of the Released  
12 Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

18 **XVII. Miscellaneous Provisions**

19       117. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their  
20 counsel shall keep confidential all settlement communications, including communications  
21 regarding the negotiation and drafting of this Agreement. The Parties will not make any public  
22 statement about the settlement that has not been approved by the other side, except as required  
23 or authorized by law. Approval of any proposed public statement of the other side will not be  
24 unreasonably withheld. The Parties will cooperate with each other regarding public statements  
25 about the settlement and may issue a joint statement/press release if they mutually agree to do  
26 so. This paragraph shall not be construed to limit or impede the Notice requirements contained  
27

1 in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's  
2 Counsel from notifying or explaining that the Action has settled or limit the representations that  
3 the Parties or their counsel may make to the Court to assist in the Court's evaluation of the  
4 Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms.  
5 Defendant may also provide information about the Settlement to its attorneys, members, partners,  
6 insurers, brokers, agents, and other persons or entities as required by securities laws or other  
7 applicable laws and regulations.

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

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

13 120. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good  
14 faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do  
15 all things reasonably necessary to complete and effectuate the Settlement described in this  
16 Agreement.

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

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

26 123. **No Conflict Intended.** Any inconsistency between the headings used in this  
27

1 Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

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

5 125. **Counterparts.** This Agreement may be executed in any number of counterparts,  
6 each of which shall be deemed an original, but all of which together shall constitute one and the  
7 same instrument, even though all Parties do not sign the same counterparts. Original signatures  
8 are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed  
9 an original.

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

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

23 If to Plaintiffs or Class Counsel:

24 Kaleigh N. Boyd  
25 **Tousley Brain Stephens PLLC**  
26 1200 Fifth Avenue, Suite 1700  
27 Seattle, WA 98101  
kboyd@tousley.com

1 Jeff Ostrow  
2 **Kopelowitz Ostrow P.A.**  
3 1 West Las Olas Blvd., Ste. 500  
Fort Lauderdale, FL 33301  
ostrow@kolawyers.com

4 Andrew J. Shamis  
5 **Shamis & Gentile, P.A.**  
6 14 NE 1st Ave, Suite 705  
Miami, FL 33132  
ashamis@shamisgentile.com

7 If to Defendant or Defendant's Counsel:

8 Michael Jervis  
9 **Mullen Coughlin LLC**  
426 W. Lancaster Avenue, Suite 200  
10 Devon, PA 19333  
mjervis@mullen.law

11 The notice recipients and addresses designated above may be changed by written notice. Upon  
12 the request of any of the Parties, the Parties agree to promptly provide each other with copies of  
13 objections, requests for exclusion, or other filings received as a result of the Notice Program.

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

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

20 130. **Authority.** Class Counsel (for Plaintiffs and the Settlement Class Members), and  
21 Defendant's Counsel, represent and warrant that the persons signing this Agreement on their  
22 behalf have full power and authority to bind every person, partnership, corporation, or entity  
23 included within the definitions of Plaintiffs and Defendant respectively to all terms of this  
24 Agreement. Any person executing this Agreement in a representative capacity represents and  
25 warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or  
26 she signs this Agreement to all of the terms and provisions of this Agreement.  
27

131. ***Agreement Mutually Prepared.*** Neither Plaintiffs 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.

132. *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.

133. ***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*




1 **CLASS COUNSEL** (for Plaintiffs and the Settlement Class)

2   
3 Kaleigh N. Boyd (Nov 18, 2025 11:48:11 PST)

4 **Kaleigh N. Boyd**  
TOUSLEY BRAIN STEPHENS PLLC


5   
6 Jeffrey Ostrow (Nov 18, 2025 13:36:18 CST)

7 **Jeff Ostrow**  
KOPELOWITZ OSTROW P.A.

8   
9 Andrew Shamis (Nov 18, 2025 14:41:10 EST)

10 **Andrew J. Shamis**  
SHAMIS & GENTILE, P.A.

11  
12  
13 **DEFENDANT**

14   
15 By: Doug Kluccevek  
Its: C.E.O.

16 **COUNSEL FOR DEFENDANT**

17   
18

19 **Michael Jervis**  
MULLEN COUGHLIN LLC

# Rebound - Settlement Agreement FINAL 11.17.2025 (defendant & MC signed)

Final Audit Report

2025-11-18

Created:	2025-11-18
By:	Todd Becker (becker@kolawyers.com)
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## "Rebound - Settlement Agreement FINAL 11.17.2025 (defendant & MC signed)" History










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EXHIBIT 1

EXHIBIT 1

First-Class  
Mail  
US Postage  
Paid  
Permit #

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

**Cooper, et al. v. Rebound Orthopedics &  
Neurosurgery P. C.**  
Case No. 25-2-00545-06

**IF YOUR PRIVATE INFORMATION WAS  
POTENTIALLY COMPROMISED IN THE  
FEBRUARY 2024 REBOUND ORTHOPEDICS  
& NEUROSURGERY 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.SETTLEMENTWEBSITEJ.COM](http://WWW.SETTLEMENTWEBSITEJ.COM)  
OR SCAN THIS QR CODE  
FOR COMPLETE INFORMATION.



**Why am I receiving this notice?**

A Settlement has been reached with Rebound Orthopedics & Neurosurgery P.C. ("Rebound") in a class action lawsuit ("Settlement"). The case is about the February 2024 cyberattack on Rebound's computer systems ("Data Incident"). Files containing Private Information may have been accessed. Rebound denies that it did anything wrong, and the Court has not decided who is right. The Parties have agreed to settle the lawsuit 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 living individuals residing in the United States whose Private Information may have been accessed in the Data Incident, including those who were sent a notice by Defendant that their Private Information may have been impacted by the Data Incident."

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

**What are the Settlement benefits?**

You can claim two years of **Credit and Medical Data Monitoring** and **one** of two **Cash Payment** options.

**Cash Payment A – Documented Losses:** if you have documented losses you can get back up to **\$5,000**.

**Cash Payment B – Alternate Cash:** *instead of Cash Payment A*, you can get a one-time estimated **\$75 payment**.

Full details and instructions are available online and in the Long Form Notice.

**How do I receive a benefit?**

If you are claiming out-of-pocket expenses or losses for identity theft/fraud, 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 or do not like it?**

If you do not want to be part of the Settlement, you must opt-out by **[Opt-Out Deadline]**. If you opt-out, you cannot make a claim for benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Long Form Notice and Settlement Agreement, available online, explain how to exclude yourself or object.

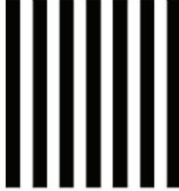
**When will the Court approve the Settlement?**

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 one-third of the Settlement Fund plus litigation costs, and \$2,000 as a Service Award for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



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

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



Rebound Data Incident Settlement

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.

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

Login ID: «LoginID»  
PIN: «PIN»

**INSTRUCTIONS:** Use this card to submit your claim for two years of **Medical Data Monitoring** and/or the \$75.00 **Cash Payment B – Alternate Cash**.

To claim Cash Payment A – Documented 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 enroll in two years of **Medical Data Monitoring**.

☐ Check this box to claim a one-time estimated \$75.00 **Cash Payment B – Alternate Cash**.

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 here 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

EXHIBIT 2



## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Cooper, et al. v. Rebound Orthopedics & Neurosurgery P.C.*

Case No. 25-2-00545-06

Superior Court for Clark County, Washington

**IF YOUR PRIVATE INFORMATION WAS POTENTIALLY COMPROMISED IN THE FEBRUARY 2024 REBOUND ORTHOPEDICS & NEUROSURGERY 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 Rebound Orthopedics & Neurosurgery P.C. (“Rebound” or “Defendant”) in a class action lawsuit. This case is about the cyberattack on Rebound's computer systems that occurred in February 2024 (“Data Incident”). Certain files that potentially contained Private Information may have been accessed. These files may have contained personal information such as full names; dates of birth; Social Security numbers; driver’s license numbers; medical information; health insurance information; and financial account information.
- The lawsuit is called *Cooper, et al. v. Rebound Orthopedics & Neurosurgery P.C.*, Case No. 25-2-00545-06. It is pending in the Superior Court for Clark County, Washington (“Litigation”).
- Rebound denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (“Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Rebound's records indicate that you are a Settlement Class Member and entitled to benefits under the Settlement. You may have received a previous notice directly from Rebound.
- 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
<b>SUBMIT A CLAIM</b>	<p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.</p>	<u>          </u> , 2026
<b>OPT-OUT OF THE SETTLEMENT</b>	You can choose to opt-out of the Settlement and receive no Cash Payment or Credit Monitoring. 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.	<u>          </u> , 2026
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	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 Class Member Benefits.	<u>          </u> , 2026
<b>DO NOTHING</b>	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement. 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 and released by this Settlement.	No Deadline

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

## WHAT THIS NOTICE CONTAINS

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## Basic Information

### 1. Why was this Notice issued?

The Superior Court for Clark 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 *Cooper, et al. v. Rebound Orthopedics & Neurosurgery P.C.*, Case No. 25-2-00545-06. It is pending in the Superior Court for Clark County, Washington. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Rebound Orthopedics & Neurosurgery P.C., is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during the February 2024 cyberattack on Rebound's computer systems, certain files that contained Private Information may have been accessed. These files may have contained personal information such as full names; dates of birth; Social Security numbers; driver’s license numbers; medical information; health insurance information; and financial account information.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. Here, these individuals are 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 proposed Settlement, the Class Representatives are Gregory Cooper; Hunter Ellingson; Michael Matsubara; Douglas Fehlen; Rebecca McCormick; Regina Aunspaugh; Nicole Lawrence; Charles Methvin; and Jeniffer Canterbury. Everyone included in the class definition are the Settlement Class Members.

## 4. Why is there a Settlement?

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

## Who is in the Settlement?

### 5. Who is included in the Settlement?

The Court has defined the Settlement Class this way: “All living individuals residing in the United States whose Private Information may have been accessed in the Data Incident, including those who were sent a notice by Defendant that their Private Information may have been impacted by the Data Incident.”

### 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (a) all persons who are directors, officers, and agents of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (d) anyone who validly excludes themselves from the Settlement.

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

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

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

## The Settlement Benefits

### 7. What does the Settlement provide?

Rebound has agreed to create a \$2,500,000.00 Settlement Fund. This fund will be used to pay for all costs of settlement, and for the Settlement Class Benefits that are explained below.

All Settlement Class Members may claim **Credit and Medical Data Monitoring** and one of two **Cash Payment** options. The benefits are explained in more detail below.

**CREDIT AND MEDICAL DATA MONITORING.** All Settlement Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical and identity theft insurance and contains real-time alerts and victim assistance, 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 if you enroll.

**CASH PAYMENTS.** Settlement Class Members who have documented losses may claim **Cash Payment A – Documented Losses**. Alternatively, you may claim **Cash Payment B – Alternate Cash** payment of an estimated \$75.00.

**Cash Payment A – Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between February 1, 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 receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**-OR-**

**Cash Payment B – Alternate Cash.** Instead of Cash Payment A, you may claim a one-time cash payment in the estimated amount of **\$75.00**. This amount may be adjusted upwards or downwards based on the number of Settlement Class Members who ultimately file a claim. You do not have to provide any proof or explanation to claim this payment.

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

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

If you stay in the Settlement Class, you won't be able to be part of any other lawsuit against Rebound about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XIII)

describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## **Submitting a Claim Form for a Settlement Payment**

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

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

Rebound 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](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

### **10. Are there any important Settlement payment deadlines?**

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

### **11. When will the Settlement benefits be issued?**

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

Settlement payments will be distributed if the Court grants Final Approval, and after any appeals are resolved. Please be patient.

## **The Lawyers Representing You**

### **12. Do I have a lawyer in the case?**

Yes, the Court has appointed attorneys Kaleigh N. Boyd of Tousley Brain Stephens PLLC; Jeff Ostrow of Kopelowitz Ostrow P.A.; and Andrew J. Shamis of Shamis & Gentile, P.A. to represent you and other Settlement 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 up to one-third of the Settlement Fund as reasonable attorneys' fees, plus litigation costs.

Class Counsel will also ask for Service Award payments of \$2,000.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

## Opting-Out 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 an Opt-Out request.

If you opt-out, 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 opt-out. However, you will keep any rights you may have to sue Defendant on your own about the legal issues in this case.

The deadline to opt-out from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Opt-Out Request must have the following information:

- (1) the name of the Litigation: *Cooper, et al. v. Rebound Orthopedics & Neurosurgery P.C.*, Case No. 25-2-00545-06, pending in the Superior Court for Clark County, Washington;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words "Opt-Out Request" 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:

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

Your Opt-Out Request must be submitted and postmarked by **[Opt-Out Deadline]**.

## Commenting on or Objecting to the Settlement

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

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

You cannot object if you have opted-out 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: *Cooper, et al. v. Rebound Orthopedics & Neurosurgery P.C.*, Case No. 25-2-00545-06, pending in the Superior Court for Clark County, Washington;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) 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;
- (4) 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;
- (5) 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 five 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 five years;
- (6) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (7) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (8) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (9) the objector's signature (an attorney's signature is not sufficient)

For your objection to be considered, 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 by U.S. Mail to the Settlement Administrator, Class Counsel, and Defendant's Counsel.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Rebound Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel	Counsel for Defendants
Jeff Ostrow <b>Kopelowitz Ostrow P.A.</b> 1 West Las Olas Boulevard, Suite 500 Fort Lauderdale, FL 33301	Michael Jervis <b>Mullen Coughlin LLC</b> 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333



## 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 opt-out from the Settlement. Opting out from the Settlement is 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 for Clark County, Washington, at **[Court Address]**.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for a Service Award to the Class Representatives. The Court will also consider any timely objections to the Settlement.

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

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

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

No. 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: s

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

- By mail: Rebound 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

EXHIBIT 3

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

*Cooper, et al. v. Rebound Orthopedics & Neurosurgery P.C.*  
Case No. 25-2-00545-06  
Superior Court for Clark 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 living individuals residing in the United States whose Private Information may have been accessed in the Data Incident, including all those who were sent a notice by Defendant that their Private Information may have been impacted by the Data Incident.”

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

Rebound has agreed to create a \$2,500,000.00 Settlement Fund. This fund will be used to pay for all costs of the settlement, and for the Settlement Class Benefits that are explained below.

All Settlement Class Members may claim **Medical Data Monitoring** and one of two **Cash Payment** options. The benefits are explained in more detail below.

**MEDICAL DATA MONITORING.** All Settlement Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of credit and 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 if you enroll.

**CASH PAYMENTS.** Settlement Class Members who have documented losses may claim **Cash Payment A – Documented Losses**. Alternatively, you may claim **Cash Payment B – Alternate Cash** in the estimated amount of \$75.00.

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



Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

*Cooper, et al. v. Rebound Orthopedics & Neurosurgery P.C.*

Case No. 25-2-00545-06

Superior Court for Clark County, Washington

**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**Cash Payment A – Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between February 1, 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 receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**-OR-**

**Cash Payment B – Alternate Cash.** Instead of Cash Payment A, you may claim a one-time estimated **\$75.00** cash payment. This amount may be adjusted upwards or downwards based on the number of Settlement Class Members who ultimately file a Claim. You do not have to provide any proof or explanation to claim this payment.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Rebound 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 USING YOUR UNIQUE LOGIN ID AND PIN AT**  
**[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

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

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



Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

***Cooper, et al. v. Rebound Orthopedics & Neurosurgery P.C.***

Case No. 25-2-00545-06

Superior Court for Clark County, Washington

**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

You must submit your Claim Form online or by mail no later than [Claims Deadline].

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



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

**Cooper, et al. v. Rebound Orthopedics & Neurosurgery P.C.**  
Case No. 25-2-00545-06  
Superior Court for Clark 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

Login ID (if known)

### II. CREDIT AND MEDICAL DATA MONITORING

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

### III. CASH PAYMENT A – 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 \$5,000.00. **DO NOT CLAIM THIS PAYMENT IF YOU ARE CLAIMING A PAYMENT FROM SECTION IV.**

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

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

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

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



Your claim must  
be submitted  
online or  
postmarked by:

**[Claims Deadline]**

***Cooper, et al. v. Rebound Orthopedics & Neurosurgery P.C.***

Case No. 25-2-00545-06

Superior Court for Clark County, Washington

**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

**[Claims Deadline]**

**IV. CASH PAYMENT B – ALTERNATE CASH**

- ☐ Check this box if you want to claim a one-time estimated \$75.00 cash payment. **DO NOT CLAIM THIS PAYMENT IF YOU ARE CLAIMING A PAYMENT FROM SECTION III.**

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

**VI. ATTESTATION & SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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





EXHIBIT 4

EXHIBIT 4

1  
2  
3  
4  
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7  
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9 **IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON**  
10 **IN AND FOR CLARK COUNTY**

11 GREGORY COOPER, HUNTER  
12 ELLINGSON, MICHAEL MATSUBARA,  
13 DOUGLAS FEHLEN, REBECCA  
14 McCORMICK, REGINA AUNSPAUGH,  
15 NICHOLE LAWRENCE, CHARLES  
16 METHVIN, and JENNIFER CANTERBURY,  
17 individually and on behalf of all others  
18 similarly situated,

15 Plaintiffs,

16 v.

17 REBOUND ORTHOPEDICS &  
18 NEUROSURGERY P.C.,

18 Defendant.

No. 25-2-00545-06

19  
20 **PRELIMINARY APPROVAL ORDER**

21 WHEREAS, this Action<sup>1</sup> is a putative class action before this Court;

22 WHEREAS, Plaintiffs, individually, and on behalf of the proposed Settlement Class, and  
23 Defendant, have entered into the Settlement Agreement, which is subject to review and approval  
24 by the Court under Washington Rule of Civil Procedure 23(a) and (b)(3) and which, together  
25  
26

27 <sup>1</sup> The capitalized terms herein shall have the same meanings as those used in Section II of the Settlement Agreement, attached to the Motion for Preliminary Approval as *Exhibit A*.

1 with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims  
2 asserted in the Action against Defendant should the Court grant Final Approval of the Settlement;

3 WHEREAS, Plaintiffs filed an unopposed Motion for Preliminary Approval requesting  
4 entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint Plaintiffs as Class  
5 Representatives; (3) appoint Kaleigh N. Boyd, Jeff Ostrow, and Andrew J. Shamis as Class  
6 Counsel; (4) preliminarily approve the Settlement; (5) appoint Simpluris, Inc. as the Settlement  
7 Administrator; (6) approve the Notice Program and direct that Notice be sent to the Settlement  
8 Class; (7) approve the Claim Form and Claims Process; (8) approve the Settlement's opt-out and  
9 objection procedures; (8) stay all deadlines in the Action pending Final Approval of the  
10 Settlement; (9) enjoin and bar all members of the Settlement Class from initiating or continuing  
11 in any litigation or asserting any claims against Defendant and the Released Parties arising out  
12 of, relating to, or in connection with the Released Claims prior to the Court's decision to grant  
13 Final Approval of the Settlement; and (10) set a date for the Final Approval Hearing; and

14 WHEREAS, the Court having reviewed the Motion for Preliminary Approval along with  
15 the Settlement and its exhibits and finding that substantial and efficient grounds exist for entering  
16 this Preliminary Approval Order granting the relief requested.

17 NOW, THEREFORE, IT IS HEREBY ORDERED:

18 1. **Settlement Class Certification:** Pursuant to Washington Rule of Civil Procedure  
19 23(a) and (b)(3), and for purposes of settlement only, the Action is hereby preliminarily certified  
20 as a class action on behalf of the following Settlement Class:

21 All living individuals residing in the United States whose Private Information may  
22 have been accessed in the Data Incident, including all those who were sent a notice  
23 by Defendant that their Private Information may have been impacted by the Data  
Incident.

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

27 2. **Settlement Fund:** The Settlement provides Cash Payments and Medical Data

1 Monitoring that Defendant is obligated to pay for under the Settlement. The Settlement Fund will  
2 be used to pay for the Cash Payments and Medical Data Monitoring; Settlement Administration  
3 Costs; any Court-approved attorneys' fees and costs to Class Counsel; and any Court-approved  
4 Service Awards to Plaintiffs for serving as the Class Representative.

5 3. The terms of the Settlement (and the Settlement provided for therein) are  
6 preliminarily approved and likely to be approved at the Final Approval Hearing pursuant to  
7 Washington Rule of Civil Procedure 23(c) and (e) as fair, reasonable, and adequate.

8 4. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and  
9 without any adjudication on the merits, that the prerequisites for certifying the Action as a class  
10 action under Washington Rule of Civil Procedure 23(a) and (b)(3) have been satisfied, and that  
11 the Court will likely certify at the Final Approval stage a Settlement Class.

12 5. As to Rule 23(a), the Court finds that: (a) the number of Settlement Class members  
13 is so numerous that joinder is impracticable; (b) there are questions of law and fact common to  
14 the Settlement Class; (c) the claims of the proposed Class Representatives are typical of the  
15 claims of the Settlement Class; (d) the proposed Class Representatives and Class Counsel have  
16 and will fairly and adequately represent the interests of the Settlement Class.

17 6. As to Rule 23(b)(3), the Court finds that questions of law and fact common to the  
18 Settlement Class predominate over any questions affecting individual members. Also, a class  
19 action is superior to other available methods for fairly and efficiently adjudicating the Action  
20 taking into consideration: (i) the interest of members of the class in individually controlling the  
21 prosecution or defense of separate actions; (ii) the extent and nature of the litigation concerning  
22 the controversy already commenced by or against members of the class; (iii) the desirability or  
23 undesirability of concentrating the litigation of the claims in the particular forum; and (iv) the  
24 difficulties likely to be encountered in the management of a class action. *See* Wash. R. Civ. P.  
25 23(b)(3).

26 7. **Appointment of Class Representatives and Class Counsel:** The Court hereby  
27

1 finds and concludes pursuant to Washington Rule of Civil Procedure 23(a)(4), and for purposes  
2 of settlement only, that Plaintiffs are adequate Class Representatives and appoints them as Class  
3 Representatives for the Settlement Class.

4 8. The Court finds that proposed Class Counsel have expended a reasonable amount  
5 of time, effort, and expense investigating the Data Incident. It is clear from their track record of  
6 success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable  
7 concerning class action practice. For purposes of the Settlement only, the Court appoints Kaleigh  
8 N. Boyd, Jeff Ostrow, and Andrew J. Shamis as Class Counsel to act on behalf of the Settlement  
9 Class and the Class Representatives with respect to the Settlement:

10 9. **Preliminary Approval of the Settlement:** The Court hereby preliminarily  
11 approves the Settlement, as embodied in the Agreement, as being fair, reasonable, and adequate,  
12 and in the best interest of the named Plaintiffs and the Settlement Class, subject to further  
13 consideration at the Final Approval Hearing to be conducted as described below.

14 10. **Settlement Administrator:** Class Counsel are authorized to use Simpluris, Inc.  
15 as the Settlement Administrator to supervise and administer the Notice Program and Claims  
16 Process, as well as to administer the Settlement payments should the Court grant Final Approval.

17 11. **Approval of Notice Program and Notices:** The Court approves, as to form and  
18 content, the Notice Program, including the Postcard Notice and Long Form Notice, substantially  
19 in the forms attached as exhibits to the Agreement. The Court finds that the Notice Program: (a)  
20 is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably  
21 calculated, under the circumstances, to apprise Settlement Class members of the pendency of the  
22 Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases  
23 contained therein), and their right to opt-out of or to object to the proposed Settlement and appear  
24 at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient notice to all persons  
25 entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of  
26 Washington Rule of Civil Procedure 23, due process, the rules of this Court, and all other  
27

1 applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the  
2 Settlement Website and included in the Postcard Notice and Long Form Notice, respectively,  
3 before they are mailed or posted on the Settlement Website.

4 12. **Claim Form and Claims Process:** The Court approves the Claim Form as set  
5 forth in the Settlement, and the Claims Process to be implemented by the Settlement  
6 Administrator. The Claim Form is straightforward and easy to complete, allowing each  
7 Settlement Class Member to elect the alternative Settlement Class Member Benefits. Should the  
8 Court grant Final Approval to the Settlement, Settlement Class Members who do not opt-out of  
9 the Settlement shall be bound by its terms even if they do not submit Claims.

10 13. **Dissemination of Notice and Claim Forms:** The Court directs the Settlement  
11 Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and  
12 Defendant's counsel are hereby authorized to use all reasonable procedures in connection with  
13 approval and administration of the Settlement that are not materially inconsistent with this order  
14 or the Settlement, including making, without the Court's further approval, minor form or content  
15 changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

16 14. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member  
17 of the Settlement Class who wishes to opt out from the Settlement Class must request exclusion  
18 in writing within the time and manner set forth in the Notice. The Opt-Out requests must strictly  
19 and fully comply with the requirements of the Settlement Agreement and Long Form Notice.

20 15. Any Settlement Class member who timely and validly opts-out from the  
21 Settlement Class shall, provided the Court grants Final Approval: (a) be excluded from the  
22 Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound  
23 by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits.  
24 Any Settlement Class member who does not timely and validly request to opt-out shall be bound  
25 by the terms of this Settlement.

26 16. **Objections to the Settlement:** The Notice shall also provide that any Settlement  
27

1 Class Member who does not opt-out from the Settlement Class may object to the Settlement  
2 and/or the Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed  
3 with the Clerk of the Court and mailed to the Settlement Administrator, Plaintiff's Counsel and  
4 Defendant's Counsel. Objections must strictly and fully comply with the requirements of the  
5 Settlement Agreement and Long Form Notice.

6 17. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and**  
7 **Service Awards:** Class Counsel intends to seek an award of up to one-third of the Settlement  
8 Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and a Service  
9 Awards of \$2,000.00 each for the Class Representatives to be paid from the Settlement Fund.  
10 These amounts appear reasonable, but the Court will defer ruling on those awards until the Final  
11 Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and  
12 Service Awards.

13 18. Class Counsel shall file their Motion for Final Approval and Application for  
14 Attorneys' Fees, Costs, and Service Awards no later than 45 days before the initial date set for  
15 the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on  
16 Class Counsel's request for attorneys' fees and costs and Service Awards for the Class  
17 Representative. In the Court's discretion, the Court also will hear argument at the Final Approval  
18 Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or  
19 to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s)  
20 submitted timely objections that meet all of the requirements listed in the Settlement and in this  
21 order.

22 19. **Termination:** If the Settlement is terminated, not approved, canceled, fails to  
23 become effective for any reason, or the Effective Date does not occur, this order shall become  
24 null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class  
25 members, and Defendant all of whom shall be restored to their respective positions in the Action  
26 as provided in the Agreement.  
27

1           20.     **Stay:** All pretrial proceedings in this Action are stayed and suspended until further  
2 order of this Court, except such actions as may be necessary to implement the Settlement and  
3 this Preliminary Approval Order.

4           21.     Upon the entry of this order, with the exception of Class Counsel, Defendant's  
5 Counsel, Defendant, and the Class Representatives implementation of the Settlement and the  
6 approval process in this Action, all members of the Settlement Class shall be provisionally  
7 enjoined and barred from asserting any claims or continuing any litigation against Defendant and  
8 the Released Parties arising out of, relating to, or in connection with the Released Claims prior  
9 to the Court's decision as to whether to grant Final Approval of the Settlement.

10          22.     **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court's  
11 jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure  
12 the effectuation thereof in accordance with the Settlement preliminarily approved herein and the  
13 related orders of this Court.

14          23.     **Final Approval Hearing:** The Court will hold a Final Approval Hearing. The  
15 Final Approval Hearing will be conducted for the following purposes: (a) to determine whether  
16 the proposed Settlement, on the terms and conditions provided for in the Settlement, is fair,  
17 reasonable, and adequate, and should be approved by the Court; (b) to determine whether an  
18 order of final judgment should be entered dismissing the Action on the merits and with prejudice;  
19 (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund  
20 is fair and reasonable and should be approved; (d) to determine whether any requested award of  
21 attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives  
22 should be approved; and (e) to consider any other matters that may properly be brought before  
23 the Court in connection with the Settlement. The Court may elect to hold the Final Approval  
24 Hearing virtually by Zoom or some other application, and if it does, the instructions on how to  
25 attend shall be posted by the Settlement Administrator on the Settlement Website.

26          24.     **Schedule:** The Court hereby sets the following schedule of events:  
27



Event	Date
Notice Program Begins	Within 30 days of Preliminary Approval
Notice Program Complete	45 days before initial scheduled Final Approval Hearing
Deadline to File Motion for Final Approval, and Application for Attorneys' Fees , Costs, and Service Awards	45 days before initial scheduled Final Approval Hearing
Opt-Out Deadline	15 days before initial scheduled Final Approval Hearing
Objection Deadline	15 days before initial scheduled Final Approval Hearing
Claim Form Deadline	15 days before initial scheduled Final Approval Hearing
Final Approval Hearing	_____, 2026, at ____pm/am

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
HON. GREGORY M. GONZALES  
SUPERIOR COURT JUDGE

Presented by:

s/ Kaleigh N. Boyd

Kaleigh N. Boyd, WSBA #52684

Joan M. Pradhan, WSBA #58134

**TOUSLEY BRAIN STEPHENS PLLC**

1200 Fifth Avenue, Suite 1700

Seattle, WA 98101

Telephone: (206) 682-5600

kboyd@tousley.com

jpradhan@tousley.com



1  
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7 **IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON**  
8 **IN AND FOR CLARK COUNTY**

9 GREGORY COOPER, HUNTER  
10 ELLINGSON, MICHAEL MATSUBARA,  
11 DOUGLAS FEHLEN, REBECCA  
12 McCORMICK, REGINA AUNSPAUGH,  
13 NICHOLE LAWRENCE, CHARLES  
14 METHVIN, and JENNIFER CANTERBURY,  
15 individually and on behalf of all others  
16 similarly situated,

17 Plaintiffs,

18 v.

19 REBOUND ORTHOPEDICS &  
20 NEUROSURGERY P.C.,

21 Defendant.

No. 25-2-00545-06

22 **[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED**  
23 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND**  
24 **APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

25 WHEREAS, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval  
26 of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

27 WHEREAS, on \_\_\_\_\_, 2025, the Court entered its Preliminary Approval Order,  
which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of  
Settlement only, the Actions should proceed as a class action and certified the Settlement Class;  
(3) appointed Plaintiffs as Class Representatives; (4) appointed Kaleigh N. Boyd, Jeff Ostrow,  
and Andrew J. Shamis as Class Counsel; (5) appointed Simpluris, Inc. as the Settlement

1 Administrator; (6) approved the form and manner of Notice and the Notice Program; (7)  
2 approved the Claim Process and Claim Form; (8) approved the opt-out and objection procedures;  
3 (9) set the Final Approval Hearing date; and (10) enjoined and stayed all other parallel court  
4 proceedings;

5 WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with  
6 the Court's Preliminary Approval Order;

7 WHEREAS, on \_\_\_\_\_ 2026, the Court held a Final Approval Hearing to  
8 determine whether the Settlement was fair, reasonable, and adequate, and to consider Class  
9 Counsel's Applications for Attorneys' Fees, Costs, and Service Awards;

10 WHEREAS, based on the foregoing, having considered the papers filed and proceedings  
11 held in connection with the Settlement, having considered all other files, records, and proceedings  
12 in the Action, and being otherwise fully advised,

13 **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

14 1. This Final Approval Order incorporates the definitions in Section II of the  
15 Settlement Agreement, unless otherwise defined herein.

16 2. The Notice provided to the Settlement Class in accordance with the Preliminary  
17 Approval Order was the best notice practicable under the circumstances and constituted due and  
18 sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice.  
19 The Notice and Notice Program fully satisfied the requirements of due process, Washington Rule  
20 of Civil Procedure 23 and all other applicable law and rules. The Claim Form was easily  
21 understandable, and the Claim Process was fair.

22 3. The terms of the Settlement are fair, adequate, and reasonable.

23 4. In finding the Settlement fair, reasonable, and adequate, the Court has considered  
24 the eight factors laid out by the Washington Supreme Court in *Pickett v. Holland Am. Line-*  
25 *Westours, Inc.*, 145 Wash. 2d 178 (2001): (i) the likelihood of success by plaintiffs; (ii) the  
26 amount of discovery or evidence; (iii) the settlement terms and conditions; (iv) recommendation  
27

1 and experience of counsel; (iv) future expense and likely duration of litigation; (vi)  
2 recommendation of neutral parties, if any; (vii) number of objectors and nature of objections; and  
3 (viii) the presence of good faith and the absence of collusion. The Court has also considered that  
4 there were \_\_ objections to the Settlement, and only \_\_ timely opt-outs, indicating an  
5 overwhelmingly positive reaction from the Settlement Class, and the opinion of competent  
6 counsel concerning such matters.

7 5. A list of the individuals who have timely opted-out of the Settlement is attached  
8 hereto as *Exhibit A*. Those individuals will not be bound by the Settlement Agreement or the  
9 Releases contained therein.

10 6. Based on the information presented to the Court, the Claims Process has  
11 proceeded consistently with the Agreement and Preliminary Approval Order. All Settlement  
12 Class Members who submitted Valid Claims shall receive their Settlement Class Member  
13 Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit  
14 a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of  
15 the Settlement and Releases therein.

16 7. The distribution plan for Settlement Class Member Benefits proposed by the  
17 Parties in the Agreement is fair, reasonable, and adequate.

18 8. The Class Representatives and Class Counsel have fairly and adequately  
19 represented and will continue to adequately represent and protect the interests of Settlement Class  
20 Members in connection with the Settlement.

21 9. Because the Court grants Final Approval of the Settlement set forth in the  
22 Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of  
23 all terms and provisions of the Settlement.

24 10. All Parties to this Action, and all Settlement Class Members who did not timely  
25 opt-out, are bound by the Settlement as set forth in the Agreement and this Final Approval Order.

26 11. The appointment of Plaintiffs as the Class Representatives is affirmed.  
27

1           12.     The appointment of Class Counsel is affirmed.

2           13.     The appointment of the Settlement Administrator is affirmed.

3           14.     The Court affirms its findings that the Settlement Class meets the relevant  
4 requirements of Wash. R. Civ. P. 23(a) and (b) for Settlement purposes in that: (1) the number  
5 of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are  
6 questions of law and fact common to the members of the Settlement Class; (3) the claims of the  
7 Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are  
8 adequate representatives for the Settlement Class and have retained experienced and adequate  
9 Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class  
10 predominate over any questions affecting any individual members of the Settlement Class; and  
11 (6) a class action is superior to the other available methods for the fair and efficient adjudication  
12 of the controversy.

13           15.     Therefore, the Court finally certifies the following Settlement Class:

14           All living individuals residing in the United States whose Private Information may  
15 have been accessed in the Data Incident, including all those who were sent a notice  
16 by Defendant that their Private Information may have been impacted by the Data  
Incident.

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

20           16.     Judgment shall be entered dismissing the Actions with prejudice, on the merits.

21           17.     As of the Effective Date, and in exchange for the relief described in the  
22 Agreement, the Releasing Parties shall automatically be deemed to have fully, finally, and  
23 irrevocably released and forever discharged the Released Parties.

24           18.     In the event there are funds remaining from uncashed checks in the Settlement  
25 Fund 20 days following the 90-day check negotiation period, all remaining funds shall be  
26 distributed in equal parts to the Legal Foundation of Washington and to the Clark County  
27 Volunteer Lawyers Program(<https://ccvlp.org>) as the *cy pres* recipients approved by the Court.

1           19.     Class Counsel is awarded \$\_\_\_\_\_ for attorneys' fees and  
2 \$\_\_\_\_\_ for costs. These payments shall be made out of the Settlement Fund  
3 according to the Settlement's terms. The Court evaluated the reasonableness of Class Counsel's  
4 request for attorneys' fees under the following factors:

- 5           (1) The time and labor required, the novelty and difficulty of the questions  
6 involved, and the skill requisite to perform the legal service properly.  
7           (2) The likelihood, if apparent to the client, that the acceptance of the particular  
8 employment will preclude other employment by the lawyer.  
9           (3) The fee customarily charged in the locality for similar legal services.  
10          (4) The amount involved and the results obtained.  
11          (5) The time limitations imposed by the client or by the circumstances.  
12          (6) The nature and length of the professional relationship with the client.  
13          (7) The experience, reputation, and ability of the lawyer or lawyers performing  
14 the services.  
15          (8) Whether the fee is fixed or contingent.

16           *Connelly v. Puget Sound Collections*, 16 Wash. App. 62 (1976); *see Bowles v. Wash Dep't of*  
17 *Ret. Sys.*, 121 Wash. 2d 52, 72-73 (1993). The Court also used a lodestar cross-check to assess  
18 the reasonableness of the fee request. *See Hill v. Garda CL Nw., Inc.*, No. 09-2-07360-1 SEA,  
19 2015 Wash Super. LEXIS 179, at \*6-7 (Wash. Super. Ct., King Cnty. Dec. 10, 2015) (citing  
20 *Bowles*, 121 Wash. 2d at 73 and *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 & n.6 (9th  
21 Cir. 2002)).

22           20.     The Class Representatives shall be awarded Service Awards in the amount of  
23 \$\_\_\_\_\_ each. The Service Awards shall be payable out of the Settlement Fund according  
24 to the Settlement's terms.

25           21.     Plaintiffs and all Settlement Class Members and Releasing Parties, and persons  
26 purporting to act on their behalf, are permanently enjoined from commencing or prosecuting  
27 (either directly, representatively, or in any other capacity) an action arising out of or related in  
any way to the Released Claims or that are covered by the Releases against any of the Released  
Parties in any action or proceeding in any court, arbitration forum, or tribunal, currently pending  
or in the future, at any time, including during any appeal from this Final Approval Order.

          22.     Upon the Effective Date, and in consideration of the settlement relief and other

1 consideration described herein, the Releasing Parties shall be deemed to have released the  
2 Released Parties pursuant to the Release in the Agreement.

3         23. The Court hereby retains and reserves exclusive jurisdiction over: (1)  
4 implementation of this Settlement and any distributions to the Settlement Class Members; (2) the  
5 Action, until the Effective Date, and until each and every act agreed to be performed by the  
6 Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits  
7 appended thereto; and (3) all Parties, Settlement Class Members, and objectors, for the purpose  
8 of enforcing, supervising, construing, administering the Settlement in accordance with its terms.

9         24. In the event the Effective Date of the Settlement does not occur, the Settlement  
10 shall be rendered null and void to the extent provided by and in accordance with the Agreement,  
11 and this Final Approval Order and any other order entered by this Court in accordance with the  
12 terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered, and  
13 Releases delivered, in connection with the Settlement shall be null and void and have no further  
14 force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be  
15 admissible or discoverable in any proceeding. The Action shall return to its status immediately  
16 prior to execution of the Agreement.

17         25. The Settlement's terms shall be forever binding on, and shall have res judicata  
18 and preclusive effect in, all pending and future lawsuits, regulatory, arbitration or other  
19 proceedings arising out of or related in any way to the Released Claims or that are covered by  
20 the Releases (and other prohibitions in this Final Approval Order) that are brought, initiated, or  
21 maintained by, or on behalf of, any Settlement Class Member who has not opted-out or any other  
22 person subject to this Final Approval Order, provided, however, that a Settlement Class Member  
23 shall be permitted to comply with a valid subpoena or court order concerning the Released  
24 Claims.

25         26. This Final Approval Order, the Settlement, and all acts, statements, documents,  
26 and proceedings relating to the Settlement are not, and shall not be construed as, used as, or  
27



1 deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged  
2 in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the  
3 part of Defendant or of the validity or certifiability as a class for litigation of any claims that have  
4 been, or could have been, asserted in the Action.

5 27. There being no just reason for delay, the Clerk of Court is hereby directed to enter  
6 final judgment forthwith pursuant to Wash. R. Civ. P. 58.

7 SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.  
8

9  
10 HON. GREGORY M. GONZALES  
11 SUPERIOR COURT JUDGE

12 Presented by:

s/ Kaleigh N. Boyd

Kaleigh N. Boyd, WSBA #52684

Joan M. Pradhan, WSBA #58134

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**EXHIBIT A**

**Opt-Out List**

(To Be Completed Before Final Approval Hearing)

1.

2.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$2.5M Rebound Orthopedics & Neurosurgery Ends Class Action Lawsuit Over February 2024 Data Breach](#)

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