IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

In re Washington Gastroenterology, PLLC Data Breach Litigation	**Lead Case No. 25-2-11194-1**

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant Washington Gastroenterology P.L.L.C. 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 Washington Gastroenterology is a healthcare and research organization based in Washington. Defendant collects, maintains, and stores personal and sensitive information in its provision of medical services.

2. On or about January 28, 2025, Defendant became aware of a cybersecurity incident that took place on October 23, 2024, wherein a third party unlawfully accessed Defendant's computer systems and network and gained potential access to Private Information belonging to 583,741 individuals.

3. On May 23, 2025 (for employees) and August 22, 2025 (for patients), Defendant began notifying individuals that their Private Information may have been impacted by the Data Incident.

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

4. As a result, Plaintiffs filed multiple class action complaints in the Superior Court of Washington, Pierce County, and, after the Court consolidated their cases, they filed their Consolidated Complaint on October 24, 2025, alleging claims for: (1) negligence, (2) breach of implied contract, (3) unjust enrichment, (4) invasion of privacy, (5) violation of the Washington Consumer Protection Act, RCW 19.86.010, *et seq.*, (6) violation of the Washington Data Breach Notification Disclosure Law, RCW 19.255.005 *et seq.*, and (7) violation of the Uniform Health Care Information Act.

5. An overlapping lawsuit was also filed in the United States District Court for the Eastern District of Washington, *Leonard Abeyta and Andrea Huey v. Washington Gastroenterology, PLLC,* Case No. 3:25-cv-57-56. Counsel for Plaintiffs Abeyta and Huey has agreed to include those two individuals as Settlement Class Representatives in the instant Action, and to dismiss the overlapping federal action, without prejudice.

6. In an effort to conserve resources for the benefit of the those impacted in the Data Incident, the Parties initiated early resolution discussions. Plaintiffs served Defendant with Informal Discovery Requests pursuant to Federal Rule of Civil Procedure 408 and Washington ER 408 and Defendant responded with sufficient information, including information related to, among other things, the nature and cause of the Data Incident, the number of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

7. The Parties engaged experienced mediator Jill Sperber of Judicate West. The Plaintiffs' counsel in the *Abeyta* matter was apprised well in advance of this mediation, as was the Court. After an all-day mediation that took place on March 17, 2026, the parties remained at an impasse. The day ended with a mediator's proposal, which was accepted by both parties on March 24, 2026.

8. After arms-length negotiations between experienced counsel, the Parties have reached agreement on this class-wide Settlement, which is now memorialized in this Settlement Agreement.

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

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

II. Definitions

10. "**Action**" means the class action lawsuit entitled: *In re Washington Gastroenterology, PLLC Data Breach Litigation*, Lead Case No. 25-2-11194-1, pending in the Superior Court of Washington, County of Pierce.

11. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this Settlement Agreement.

12. "**Application for Attorneys' Fees, Costs, and Service Award**" means the application made with the Motion for Final Approval of attorneys' fees and costs for Class Counsel, and Service Award for the Class Representative.

13. "**Cash Payment**" means compensation paid to Settlement Class Members who submitted a Claim and elected Cash Payment A – Documented Losses, or Cash Payment B – Alternate Cash.

14. "**Cash Payment A – Documented Losses**" means the Settlement Class Member Benefit consisting of a maximum payment of $4,000.00, that Settlement Class Members, who incurred documented losses, may elect pursuant to Section V, Paragraph 69(b) herein.

15. "**Cash Payment B – Alternate Cash**" means the Settlement Class Member Benefit in the estimated amount of $75.00 that Settlement Class Members may elect pursuant to Section V herein.

16. "**Claim**" means the submission of a Claim Form by a Claimant to elect a Cash Payment and/or Medical Records Monitoring under the terms of this Settlement Agreement.

17. "**Claim Form**" means the proof of claim form to be used by Settlement Class Members to submit a Settlement Claim under this Settlement Agreement, substantially in the form attached hereto as ***Exhibit 3***, which may be modified, subject to the Parties' approval, to meet the

requirements of the Settlement Administrator.

18. "**Claimant**" means a Settlement Class Member who submits a Claim Form.

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

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

20. "**Class Counsel**" means Raina Borrelli and Thomas E. Loeser.

21. "**Class List**" means the list of the names and current or last known mailing address information, to the extent reasonably available, for the approximately 583,741 Settlement Class members that Defendant shall prepare and provide to the Settlement Administrator within ten (10) days of Preliminary Approval.

22. "**Class Representatives**" means the individuals who are approved by the Court to serve as Class Representatives.

23. "**Complaint**" means the Consolidated Complaint filed by Plaintiffs on October 24, 2025.

24. "**Court**" means the Superior Court of Washington, County of Pierce, and the Judge(s) assigned to the Action.

25. "**Data Incident**" means the cybersecurity attack perpetrated on Defendant on or around October 23, 2024, which Defendant detected on or around January 28, 2025, and which may have resulted in the unauthorized access to the Private Information of approximately 583,741 individuals.

26. "**Defendant**" means Washington Gastroenterology, PLLC.

27. "**Defendant's Counsel**" means Jonathan Harris of Jackson Lewis, P.C.

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

29. "**Escrow Account**" means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

30. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, without material changes to the Parties' agreed-upon proposed final approval order and judgment, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and is consistent with all material provisions of this Settlement Agreement.

31. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Award, and determine the fairness, adequacy, and reasonableness of the Settlement. The hearing may be held remotely, and if so, instructions will be posted on the Settlement Website.

32. "**Final Approval Order**" means the final order and judgement the Court enters that grants Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 5***.

33. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that shall be posted on the Settlement Website and shall

be available to Settlement Class Members by mail on request made to the Settlement Administrator.

34. "**Medical Record Monitoring**" means the two years of one-bureau of a medical record and credit monitoring product provided through the Settlement that Settlement Class Members may elect as part of the Settlement Benefits pursuant to Section V herein.

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

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

37. "**Net Settlement Fund**" means the Settlement Fund after deductions for Settlement Administration Costs, attorneys' fees, costs, and Service Awards.

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

39. **"Notice Date"** means the first day by which Notice is issued to the Settlement Class Members and will occur no later than forty-five (45) days after the Court's entry of the Preliminary Approval Order.

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

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

42. "**Objection Deadline**" is the last day on which a Settlement Class Member may

file an objection to the Settlement, which will be sixty (60) days after the Notice Date.

43. "**Opt-Out Deadline**" is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement, which will be sixty (60) days after the Notice Date.

44. "**Party**" means each of the Plaintiffs and Defendant, and "Parties" means Plaintiffs and Defendant, collectively.

45. "**Plaintiffs**" mean Kevin Boldt, Leiann Wolf, Vanessa DeTarville, Shana Fry, Matthew Healy, Rea Hagan, Susan Burrell, and Jeannine Washington, the plaintiffs in the Complaint, and Leonard Abeyta and Andrea Huey, the plaintiffs in the overlapping federal *Abeyta* action who have been included in this Settlement as proposed Class Representatives.

46. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that the Settlement Administrator shall disseminate to Settlement Class Members by mail.

47. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

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

49. "**Private Information**" means some combination of Settlement Class Members' names, Social Security numbers, financial and banking information, medical information, and health insurance information.

50. "**Related Entities**" means Defendant and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of its and their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any person related to any such entity who is, was, or could have

been named as a defendant in this Action, other than any person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. Related Entities include, but are not limited to, Gastroenterology Associates ("GIA") and Cardinal Health.

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

52. "**Released Claims**" collectively means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that are based on, arise out of, or in any way relate to the Data Incident or any of the facts alleged or claims asserted in the Action (including the Complaint and any amendment thereto), claims that Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information caused the Data Incident, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or any of other source of law. Released Claims shall not include the right of any Settlement Class Member, Settlement Class Counsel, or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

53. "**Released Parties**" means the Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, including joint ventures and joint

venture partners, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers.

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

55. "**Service Awards**" means the payment the Court may award the Plaintiffs for serving as Class Representative, which is in addition to any Settlement Benefit due to Plaintiffs as Settlement Class Members.

56. "**Settlement Administrator**" means Epiq .

57. "**Settlement Administration Costs**" means the reasonable costs and fees of the Settlement Administrator relating to Notice and Settlement administration.

58. "**Settlement Benefits**" means the benefits for: 1) two years of one-bureau medical records and credit monitoring; 2) documented losses; and 3) an alternate cash payment that Settlement Class Members may file Claims for under this Settlement Agreement, as set forth in Section V herein.

59. "**Settlement Class**" means all living individuals residing in the United States whose Private Information was compromised in the Data Incident, including all those who received notice of the breach. Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendant, and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) any Settlement Class Member who timely and validly opted out of the Settlement; and (e) any person found by a court of competent jurisdiction to be guilty

under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

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

61. "**Settlement Fund**" means a non-reversionary common fund to be funded by Defendant in the amount of **$4,600,000.00**, which shall be deposited into the Escrow Account pursuant to Section III herein. The Settlement Fund will be used to pay: (a) all Valid Claims for Cash Payments and Medical Records Monitoring; (b) all Settlement Administration Costs, including the costs of notice; and (c) any Court-awarded Attorneys' Fees, Costs, and Service Awards to Class Representatives. *Under no circumstances will Defendant have any further monetary payment obligations under this Agreement*.

62. "**Settling Parties**" means, collectively Defendant and Plaintiffs, individually and on behalf of the Settlement Cass Members.

63. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Award, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after the Effective Date.

64. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member

personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Pacific time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator.

III. Settlement Fund

65. Within **thirty (30) days** of an order granting Preliminary Approval of the Settlement, Defendant shall fund or cause to fund **$1,000,000.00** in cash to the Escrow Account partially establishing the Settlement Fund. The Settlement Administrator shall provide payment instructions, a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days of the entry of the Preliminary Approval Order. Within **thirty (30) days** following Final Approval, the Defendant shall fund or cause to be funded the remaining **$3,600,000.00** to the Escrow Account to complete the funding of the Settlement Fund. Defendant shall not be responsible for any other payments under the Settlement. In the event there is no Final Approval, or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to the Defendant.

66. The Settlement Fund will be used to pay: (a) all Valid Claims for Cash Payments and Medical Records Monitoring; (b) all Settlement Administration Costs, including notice; and (c) any Court-awarded Attorneys' Fees, Costs, and Service Award to Class Representative.

67. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-l at all times since creation of the Escrow Account. All interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) levied on the income earned by the Escrow Account or otherwise, including any taxes or

tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

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

V. Settlement Consideration

69. All Settlement Class Members may submit a Claim for one of two Cash Payment options: (a) Cash Payment A – Documented Losses; or (b) Cash Payment B – Alternate Cash. Additionally, all Settlement Class Members may elect to receive two years of one-bureau Medical Records Monitoring. Settlement Class Members who fail to submit a Valid Claim or opt-out of the Settlement will release their claims against Defendant without receiving a Cash Payment or

Medical Records Monitoring.

a. Medical Records Monitoring

Settlement Class Members may submit a Claim to receive two years of one-bureau Medical Records Monitoring. The Medical Records Monitoring product will provide the following benefits: medical records and credit monitoring, real-time alerts, and insurance coverage for up to $1,000,000 for identity theft. This shall be available to any Settlement Class Member regardless of whether they previously received any medical records and/or credit monitoring product related to the Data Incident or otherwise.

b. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to $4,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form and attest under penalty of perjury to having incurred documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Cash Payment A Claim, the Claim will be converted to Cash Payment B – Alternate Cash.

Documented Losses eligible for reimbursement under this section include, but are not limited to, the following:

(i) monetary losses as a result of actual identity theft if: (a) the loss is an actual, documented, and unreimbursed monetary loss; (b) the loss was fairly traceable to the Data Incident; and (c) the loss occurred between October 23, 2024 and the date the Claim was submitted;

(ii) postage;

(iii) copying, scanning, faxing;

(iv) mileage and other travel-related charges;

(v) parking;

(vi) notary charges;

(vii) research charges;

(viii) cell phone charges (only if charged by the minute);

(ix) long distance phone charges;

(x) data charges (only if charged based on the amount of data used);

(xi) text message charges (only if charged by the message);

(xii) bank fees; and

(xiii) professional fees, such as fees for accountants and attorneys.

c. Cash Payment B – Alternate Cash

In lieu of electing Cash Payment A – Documented Losses, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which is a cash payment that does not require attestation or the submission of any supporting documentation. Cash Payment B will be a *pro rata* amount of the Net Settlement Fund. The current estimated amount is approximately $75.00, which could be lower or higher based on the number of Valid Claims.

72. ***Pro Rata* Adjustments on Cash Payments** –

a. The Settlement Administrator will first apply the Net Settlement Fund to pay valid claims for Cash Payment A. In the event that the aggregate amount of all Cash Payment A exceeds the total amount of the Net Settlement Fund, then the value of the Cash Payment A shall be reduced on a *pro rata* basis, such that the aggregate value of all payments for Cash Payment A will not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be used for Cash Payment B.

b. If Net Settlement Funds remain after paying for Cash Payment A, the Settlement Administrator will next use those funds to pay for Cash Payment B. Payments for Cash Payment B will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of Cash Payment B will be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the Settlement Benefits in the Net Settlement Fund in the following order: (1) Medical Records Monitoring, (2) Cash Payment A – Documented Losses, and (3) Cash Payment B – Alternate Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis and is designed to exhaust the Net Settlement Fund.

VI. <u>Settlement Approval</u>

73. Within **fifteen (15) days** following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a 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.

74. The Motion for Preliminary Approval shall, among other things, request the Court to: (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 Form and Claim Process; (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 Raina Borrelli and Thomas E. Loeser 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

75. The Parties agree that, subject to Court approval, Epiq shall be the Settlement Administrator. Class Counsel and Defendant's Counsel 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.

76. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement.

77. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by notifying the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying

Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Benefits to Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining the Escrow Account approved by the Parties;

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

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

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

f. Responding to any mailed Settlement Class Member inquiries;

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

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

i. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the number of Claims for each form of Cash Payment, and the number of Claims for Medical Records Monitoring, providing the names of each Settlement Class Member who timely and properly requested

to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

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

k. Ensuring the dissemination of emails to Settlement Class Members instructing how to activate the Medical Records Monitoring product.

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

m. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel and Defendant's Counsel; and

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

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

78. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than **ten (10) days** after entry of the Preliminary Approval Order.

79. Within **forty-five (45)** days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court. Notice shall be made to all Settlement Class Members via US Postal Mail. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service ("USPS")

National Change of Address database to update any change of address on file with the USPS. In the event that a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Postcard Notice to the forwarding address within **ten (10) days** of receiving the returned Postcard Notice. In the event that subsequent to the first mailing of a Postcard Notice, and at least **fourteen (14)** days prior to the Objection Deadline and Opt-Out Deadline, a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender" and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Postcard Notice within **seven (7) days** of receiving such information. This shall be the final requirement for mailing.

80. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form with a QR code linked to the Claim Form on the Settlement Website; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Award; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the

Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

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

83. "Mass" or "class" opt-outs filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members that do not include the required information for each Settlement Class Member that seeks to opt-out, and that has not been signed by each and every individual Settlement Class Member that seeks to opt-out, will not be allowed.

84. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Award, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection by the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. In other words, objections by mail postmarked later than the Objection Deadline are late and will not be considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

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

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

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

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

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 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;

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

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

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

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

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

IX. Claim Form Process and Disbursement of Settlement Benefits

86. The Notice and the Settlement Website will explain to Settlement Class Members

that they may be entitled to a Cash Payment and Medical Records Monitoring and how to submit a Claim Form.

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

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

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

90. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims,

including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

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

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

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

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

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

e. The Claimant is not a Settlement Class Member;

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

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

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

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

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

a. The Settlement Administrator shall have **twenty (20) days** from the Claim Form Deadline to approve or reject Claims;

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

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

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

94. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel. Additionally, Class Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

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

96. The Settlement Administrator shall distribute the Settlement Benefits no later than **forty-five (45) days** after the Effective Date.

97. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will select their preferred method of payment on the Claim Form, with the option to select from alternative forms of electronic payment or paper check. Paper checks must be negotiated within **90 days of issuance.** In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them, which may include re-issuing a paper check to the Claimant. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual

funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

98. The Settlement Administrator is responsible for ensuring that Settlement Class Members with Valid Claims for Medical Records Monitoring receive instructions on how to enroll in the Medical Records Monitoring product.

X. Final Approval Order and Final Judgment

99. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than **thirty (30) days** before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear arguments on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award. In the Court's discretion, the Court will also hear arguments at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

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

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

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

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

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal

from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

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

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

XI. Service Awards, Attorneys' Fees and Costs

105. ***Service Awards*** – The Class Representatives may seek Service Awards of up to **$4,000.00 each**, subject to Court approval. The Service Awards approved by the Court shall be paid by the Settlement Administrator to Class Counsel on behalf of the Class Representatives out of the Escrow Account by wire transfer to an account designated by Class Counsel within **15 days** of the Effective Date.

106. ***Attorneys' Fees and Costs*** – Class Counsel shall apply to the Court for an award of reasonable attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Escrow Account by wire transfer to an account designated by Class Counsel within **15 days** of Effective Date.

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

Settlement.

108. The award of attorneys' fees and costs shall be paid to Class Counsel from the Settlement Fund.

XII. Disposition of Residual Funds

109. In the event there are funds remaining in the Settlement Fund **twenty (20) days** following a 90-day period to cash checks, following payment of all Settlement Class Member Payments, any residual funds shall be distributed to TacomaProBono Community Lawyers as a *cy pres* recipient, subject to approval by the Court.

XIII. Releases

110. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including claims Plaintiffs do not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02;

and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

112. Settlement Class Members who opt-out of the Settlement by the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Benefits, under the Settlement.

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

XIV. Termination of Settlement

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

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

b. The Court has entered the Preliminary Approval Order;

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

d. The dismissal without prejudice of the *Abeyta* federal action; and

e. The Effective Date has occurred.

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

116. If **six hundred (600) or more** individuals in the Settlement Class submit opt-out forms or otherwise object to the Settlement, the Defendant in its discretion may terminate the Settlement Agreement.

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

with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XV. Effect of Termination

118. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

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

XVI. No Admission of Liability

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

possibly have been asserted in the Action.

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

122. This Agreement constitutes a compromise and settlement of disputed claims.

XVII. Miscellaneous Provisions

123. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties may make truthful statements concerning the terms of this Agreement and their belief that it is a fair and adequate settlement once it is publicly filed, but will not make any other public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement requiring approval will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the

Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its customers, attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

124. ***Dismissal of Abeyta Federal Action***. The *Abeyta* action shall be dismissed without prejudice prior to moving for preliminary approval of the Settlement.

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

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

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

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

129. ***Integration and No Reliance***. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this

Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

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

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

132. ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

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

134. ***Notices***. All notices provided for herein, shall be sent by email with a hard copy

sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Raina Borrelli
Straus Borrelli PLLC
980 N. Michigan Ave., Suite 1610
Chicago, IL 60611
872-263-1100
raina@straussborrelli.com

If to Defendant or Defendant's Counsel:

Jonathan O. Harris
Jackson Lewis P.C.
520 Pike Street. Suite 2300
Seattle, WA 98101
(206) 405 0404
jonathan.harris@jacksonlewis.com

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

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

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

137. ***Authority***. Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this

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

138. ***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.

* * ***Remainder of page intentionally left blank*** * *

PLAINTIFFS:

_____ Date: 07 / 01 / 2026
Kevin Boldt

_____ Date: _____
Leiann Wolf

_____ Date: _____
Vanessa DeTarville

_____ Date: _____
Shana Fry

_____ Date: _____
Matthew Healy

_____ Date: _____
Rea Hagan

_____ Date: _____
Susan Burrell

_____ Date: _____
Jeannine Washington

_____ Date: _____
Leonard Abeyta

_____ Date: _____
Andrea Huey

PLAINTIFFS:

_____ Date: _____
Kevin Boldt

Leiann kay Wolf (Jun 17, 2026 05:35:10 PDT) Date: Jun 17, 2026
Leiann Wolf

_____ Date: _____
Vanessa DeTarville

_____ Date: _____
Shana Fry

_____ Date: _____
Matthew Healy

_____ Date: _____
Rea Hagan

_____ Date: _____
Susan Burrell

_____ Date: _____
Jeannine Washington

_____ Date: _____
Leonard Abeyta

_____ Date: _____
Andrea Huey

PLAINTIFFS:

_____ Date: _____
Kevin Boldt

_____ Date: _____
Leiann Wolf

Vanessa DeTarville
_____ Date: 06 / 19 / 2026
Vanessa DeTarville

_____ Date: _____
Shana Fry

_____ Date: _____
Matthew Healy

_____ Date: _____
Rea Hagan

_____ Date: _____
Susan Burrell

_____ Date: _____
Jeannine Washington

_____ Date: _____
Leonard Abeyta

_____ Date: _____
Andrea Huey

PLAINTIFFS:

_____ Date: _____
Kevin Boldt

_____ Date: _____
Leiann Wolf

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Vanessa DeTarville

_____ Date: June 24 2026
Shana Fry

_____ Date: _____
Matthew Healy

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Rea Hagan

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Susan Burrell

_____ Date: _____
Jeannine Washington

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Leonard Abeyta

_____ Date: _____
Andrea Huey

PLAINTIFFS:

_____ Date: _____
Kevin Boldt

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Leiann Wolf

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Vanessa DeTarville

_____ Date: _____
Shana Fry

Matthew Ray Healy (Jun 15, 2026 16:08:25 PDT) Date: 06/15/26
Matthew Healy

_____ Date: _____
Rea Hagan

_____ Date: _____
Susan Burrell

_____ Date: _____
Jeannine Washington

_____ Date: _____
Leonard Abeyta

_____ Date: _____
Andrea Huey

PLAINTIFFS:

_____ Date: _____
Kevin Boldt

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Leiann Wolf

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Vanessa DeTarville

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Shana Fry

_____ Date: _____
Matthew Healy

_____ Date: 22/06/2026
Rea Hagan (Jun 22, 2026 12:15:58 PDT)
Rea Hagan

_____ Date: _____
Susan Burrell

_____ Date: _____
Jeannine Washington

_____ Date: _____
Leonard Abeyta

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Andrea Huey

PLAINTIFFS:

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Kevin Boldt

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Leiann Wolf

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Vanessa DeTarville

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Shana Fry

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Matthew Healy

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Rea Hagan

S[redacted] (Jul 2, 2026 07:30:13 PDT) Date: 07/02/2026
Susan Burrell

_____ Date: _____
Jeannine Washington

_____ Date: _____
Leonard Abeyta

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Andrea Huey

PLAINTIFFS:

_____ Date: _____
Kevin Boldt

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Leiann Wolf

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Vanessa DeTarville

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Shana Fry

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Matthew Healy

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Rea Hagan

_____ Date: _____
Susan Burrell

_____ Date: 07 / 01 / 2026
Jeannine Washington

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Leonard Abeyta

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Andrea Huey

PLAINTIFFS:

_____ Date: _____
Kevin Boldt

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Leiann Wolf

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Vanessa DeTarville

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Shana Fry

_____ Date: _____
Matthew Healy

_____ Date: _____
Rea Hagan

_____ Date: _____
Susan Burrell

_____ Date: _____
Jeannine Washington

Leonard Abeyta
ID a5WtNMdjeXCttemerzvA4GJA
Leonard Abeyta

Date: 6/29/2026

Andrea Huey
ID 5Q9vKeFiUeYUpWCcyqLZUNdW
Andrea Huey

Date: 6/29/2026

CLASS COUNSEL (for the Settlement Class):

_____ Date: August 19, 2026
Raina Borrelli

_____ Date: July 6, 2026
Thomas E. Loeser

On Behalf of Defendant Washington Gastroenterology P.L.L.C.:

_____ Date: _____

By:_____

Its: _____

COUNSEL FOR DEFENDANT

_____ Date: _____
Jonathan O. Harris
Jackson Lewis P.C.

CLASS COUNSEL (for the Settlement Class):

_____ Date: _____

Raina Borrelli
Strauss Borrelli PLLC

_____ Date: _____

Thomas E. Loeser
Cotchett Pitre & McCarthy LLP

On Behalf of Defendant Washington Gastroenterology P.L.L.C.:

James Weber MD Date: 10-26-26

By: James Weber, MD

Its: CEO

COUNSEL FOR DEFENDANT

_____ Date: 07/10/2026

Jonathan O. Harris
Jackson Lewis P.C.

— EXHIBIT 1 —

Washington Gastroenterology Data Breach Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

BARCODE NO-PRINT ZONE

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

Court-Approved Legal Notice

If your Private Information was compromised in the Data Incident involving Washington Gastroenterology, PLLC, on or around October 23, 2024, you may be entitled to Settlement Benefits from a Settlement.

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

This notice is a summary. Learn more about the Settlement at www.XXXXX.com, calling toll free 1-XXX-XXX-XXX or scan this QR code.

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

A $4.6 million Settlement has been reached in a class action lawsuit against Washington Gastroenterology, PLLC ("Defendant") involving a cybersecurity attack on the Defendant on or around October 23, 2024 ("Data Incident") and may have resulted in the unauthorized access to Settlement Class Members' Private Information. Private Information means some combination of Settlement Class Members' names, Social Security numbers, financial and banking information, medical information, and health insurance information. The Defendant denies any wrongdoing.

Who is Included? Records show you are a member of the Settlement Class, defined as: all living individuals residing in the United States whose Private Information was compromised in the Data Incident, including all those who received notice of the breach.

What does the Settlement Provide? As a Settlement Class Member, you can submit a Claim Form online or by mail postmarked by **Month XX, 20YY**, for the following Settlement Benefits:

Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to $4,000 per Settlement Class Member;

OR

Cash Payment B – Alternate Cash: Instead of Documented Losses, without providing documentation you may submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) Cash Payment in the estimated amount of $75;

AND

Medical Record Monitoring: In addition to either Cash Payment A or Cash Payment B, you may also submit a Claim Form to receive two years of one-bureau of a medical record and credit monitoring product.

Your Cash Payment may be subject to a *pro rata* increase or decrease depending upon the total value of all Valid Claims.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Parties about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement Agreement by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees up to 1/3rd of the Settlement Fund, plus reimbursement of costs, Service Awards of $4,000 per Plaintiff, and any objections. You or your lawyer may appear at the hearing if you object, but you are not required to do so.

<<UNIQUEID>> <<PIN>>

CLAIM FORM

Claims must be postmarked or submitted online by Month Day, 20YY.

*Address:

*City: *State: *ZIP Code:

*Email Address:

Cash Payment A - Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident up to $4,000 per Settlement Class Member. To submit a Claim Form for Documented Losses, you must visit the Settlement Website and follow the instructions on the Claim Form. You can also download a paper Claim Form and submit by mail.

Cash Payment B – Alternate Cash: Instead of Documented Losses, without providing documentation, you may elect to receive a *pro rata* (a legal term meaning equal share) Cash Payment in the estimated amount of $75.

☐ By checking this box, I affirm I want to receive the Alternate Cash Payment.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

Medical Record Monitoring: In addition to a Documented Losses or Alternate Cash payment, you may also elect to receive two years of one-bureau of a medical record and credit monitoring product.

☐ By checking this box, I affirm I want to receive two years of one-bureau of a medical record and credit monitoring product..

By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.

Signature: **Date:**

BARCODE
NO-PRINT
ZONE

PLACE
STAMP
HERE

Washington Gastroenterology Data Breach Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97xxx-xxxx

— EXHIBIT 2 —

If your Private Information was compromised in the Data Incident involving Washington Gastroenterology, PLLC, on or around October 23, 2024, you may be entitled to Settlement Benefits from a Settlement.

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

- A $4.6 million Settlement has been reached in a class action lawsuit against Washington Gastroenterology, PLLC ("Defendant") involving a cybersecurity attack on the Defendant on or around October 23, 2024 ("Data Incident") and may have resulted in the unauthorized access to Settlement Class Members' Private Information. Private Information means some combination of Settlement Class Members' names, Social Security numbers, financial and banking information, medical information, and health insurance information.
- The Settlement Class includes: all living individuals residing in the United States whose Private Information was compromised in the Data Incident, including all those who received notice of the breach.
- If you are a member of the Settlement Class, you can submit a Claim Form for the following Settlement Benefits:

  Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to $4,000 per Settlement Class Member;
  OR
  Cash Payment B – Alternate Cash: Instead of Documented Losses, without providing documentation, you may submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) Cash Payment in the estimated amount of $75;
  AND
  Medical Record Monitoring: In addition to either Cash Payment A or Cash Payment B, you may also submit a Claim Form to receive two years of one-bureau of a medical record and credit monitoring product.

  Your Cash Payment may be subject to a pro rata increase or decrease depending upon the total value of all Valid Claims.

This Notice may affect your rights. Please read it carefully.

	Your Legal Rights and Options	Deadline
Submit a Claim Form	The only way to get Settlement Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: **MONTH DD, 20YY**
Exclude Yourself	Get no Settlement Benefits. Keep your right to file your own lawsuit against the Released Parties about the legal Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: **MONTH DD, 20YY**
Object to the Settlement	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: **MONTH DD, 20YY**
Do Nothing	Get no Settlement Benefits. Give up your legal rights.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must decide whether to approve the Settlement attorneys' fees, costs, and Service Awards. No Settlement Benefits will be provided unless the Court approves the Settlement.

Questions? Go to www.XXXXXXXXXXXXXXXXXXXX.com or call 1-XXX-XXX-XXXX

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Benefits are available, who is eligible for the Settlement Benefits, and how to get them.

The Honorable Clarence Henderson, Jr. of the Superior Court of Washington, County of Pierce, is overseeing this class action. The lawsuit is known as *In re Washington Gastroenterology, PLLC Data Breach Litigation*, Case No. 25-2-11194-1 ("lawsuit"). The individuals who filed this lawsuit are called the "Plaintiffs" and/or "Class Representatives" and the company sued, Washington Gastroenterology, PLLC, is called the "Defendant."

2. What is this lawsuit about?

Plaintiffs filed this lawsuit against Defendant on behalf of themselves and all others similarly situated involving a cybersecurity attack on Defendant on or around October 23, 2024 ("Data Incident") and may have resulted in the unauthorized access to Settlement Class Members' Private Information. Private Information means some combination of Settlement Class Members' names, Social Security numbers, financial and banking information, medical information, and health insurance information.

Defendant denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is the lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Benefits available and the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are included in the Settlement Class if you are a living individual residing in the United States whose Private Information was compromised in the Data Incident, including all those who received notice of the breach.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendant, and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff; (d) any Settlement Class Member who timely and validly opted out of the Settlement; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to www.XXXXXXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Benefits:

Cash Payment A – Documented Losses

You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to $4,000 per Settlement Class Member.

Examples of documented losses related to the Data Incident include (without limitation):

1. Monetary losses as a result of actual identity theft if (a) the loss is an actual, documented, and unreimbursed monetary loss; (b) the loss was fairly traceable to the Data Incident; and (c) the loss occurred between October 23, 2024, and the date the Claim was submitted;
2. Postage;
3. Copying, scanning, faxing;
4. Mileage and other travel-related charges;
5. Parking;
6. Notary charges;
7. Research charges;
8. Cell phone charges (only if charged by the minute);
9. Long distance phone charges;
10. Data charges (only if charged based on the amount of data used);
11. Text message charges (only if charged by the message);
12. Bank fees, and
13. Professional fees, such as fees for accountants and attorneys.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is rejected by the Settlement Administrator, and you fail to cure your Cash Payment A – Documented Losses Claim Form, your Claim Form will be processed as if you elected Cash Payment B – Alternate Cash.

Cash Payment B – Alternate Cash

Without providing documentation, you may submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) Cash Payment in the estimated amount of $75.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund in the following order: 1) Medical Records Monitoring, (2) Cash Payment A – Documented Losses, and (3) Cash Payment B – Alternate Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

Medical Record Monitoring

In addition to either Cash Payment A or Cash Payment B, you may also submit a Claim to receive two years of one-bureau of a medical record and credit monitoring product.

9. What am I giving up to receive Settlement Benefits or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

Section XIII of the Settlement Agreement describes the Releases, Released Claims and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.XXXXXXXXXX.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive any Settlement Benefits as described above. Your Claim Form must be submitted online at www.XXXXXXXXX.com by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **MONTH DD, 20YY**. Claim Forms are also available at www.XXXXXXXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to:

Washington Gastroenterology Data Breach Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To

meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Washington Gastroenterology Data Breach Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

13. When will I receive my Settlement Benefits?

If you submit a timely and valid Claim Form, Settlement Benefits will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.XXXXXXXXXXXXXX.com for updates.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting-out" of—the Settlement.

14. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

1) Your full name, mailing address, telephone number and email address (if any);
2) Your personal physical signature; and
3) A statement that you want to be excluded from the Settlement Class, such as "I request to be excluded from the Settlement Class in *In re Washington Gastroenterology, PLLC Data Breach Litigation*."

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

Washington Gastroenterology Data Breach Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

You cannot opt-out (exclude yourself) by telephone or by email.

"Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members where the opt-out does not include the required information for each Settlement Class Member that seeks to opt-out and that has not

been signed by each and every individual Settlement Class Member that seeks to opt-out will not be allowed.

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

15. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

16. If I do not opt-out, can I sue Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or attorneys' fees, costs, and Service Awards.

To object, you must file your objection with the Court by **MONTH DD, 20YY**, and send your objection by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating that you object to the Settlement in *In re Washington Gastroenterology, PLLC Data Breach Litigation*, Case No. 25-2-11194-1.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

1. Your full name, mailing address, telephone number, and email address (if any);
2. All grounds for the objection, accompanied by any legal support for the objection known to you or your lawyer;
3. The number of times you have objected to a class action settlement within the 5 years preceding the filing of the objection, the caption of each case in which you have made an objection, and a copy of any orders relating to or ruling on your prior objections and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
4. The identity of all lawyers representing you, including any former or current lawyers 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 Award;
5. The number of times your lawyer or your lawyer's law firm have objected to a class action settlement within the five years preceding the date of your filed objection, the caption of each

case in which your lawyer or your lawyer's law firm have made such objection and a copy of any trial or appellate orders relating to or ruling on those objections;

6. The identity of all lawyers (if any) representing you, 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 you intend to personally appear and/or testify at the Final Approval Hearing; and
9. Your signature (an attorney's signature is not sufficient).

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

To object, you must file timely written notice with the Court as provided below no later than **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, at the following addresses.

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Superior Court of Washington County of Pierce 930 Tacoma Ave. South Tacoma, WA 98402	Raina Borrelli Straus Borrelli PLLC 980 N. Michigan Ave. Suite 1610 Chicago, IL 60611	Jonathan O. Harris Jackson Lewis P.C. 520 Pike Street. Suite 2300 Seattle, WA 98101	*Washington Gastroenterology Data Breach Incident* Settlement Administrator PO Box XXXX Portland, OR 97XXX

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, mail at least a week prior to a postmark deadline, get a manual postmark in-person at any post office, or send via Certified Mail.

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this lawsuit?

Yes. The Court has appointed Raina Borrelli and Thomas E. Loeser as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees up to 1/3rd of the Settlement Fund, plus reimbursement of reasonable costs. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to $4,000 each for their efforts. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement and attorneys' fees and costs and Service Awards. You may attend and you may ask to speak if you submit an objection by the deadline, but you do not have to.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at X:XX a.m./p.m.** before the Honorable Clarence Henderson, Jr. of the Superior Court of Washington, County of Pierce 930 Tacoma Avenue South, Tacoma, WA 98402. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement and Class Counsel's attorneys' fees and costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) would like to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.XXXXXXXXXXXXXXXX.com to confirm the date and time of the Final Approval Hearing have not changed.

22. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file a written objection by the deadline, the Court will consider it.

23. May I speak at the Final Approval Hearing?

If there are objections that were submitted by the deadline, the Court will consider them. If you submit a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive Settlement Benefits, and you will give up rights to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.XXXXXXXXXXXX.com.You may get additional information at www.XXXXXXXXXXXX.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

Washington Gastroenterology Data Breach Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE REGARDING THIS NOTICE.

— EXHIBIT 3 —

PLACEHOLDER0000*

Must be postmarked or submitted online NO LATER THAN MONTH DD, 20YY

Washington Gastroenterology Data Breach Incident
SETTLEMENT ADMINISTRATOR
P.O. BOX XXX
PORTLAND, OR 972XX-XXXX
www.xxxxxxxxx.com

In re Washington Gastroenterology, PLLC Data Breach Litigation **Claim Form**
Case No. 25-2-11194-1

GENERAL INFORMATION

If your Private Information was compromised in the Data Incident involving Washington Gastroenterology, PLLC on or around October 23, 2024, you may be entitled to Settlement Benefits from a Settlement.

You may submit a Claim Form for Settlement Benefits, outlined below, by visiting the Settlement Website at www.xxxxxxxxx.com. Claims must be submitted online or postmarked by MONTH DD, 20YY. If you would prefer to submit by mail, please use the return address at the top of this form.

SETTLEMENT BENEFITS – WHAT YOU MAY GET

If you are a Settlement Class Member, you may submit a Claim Form to receive the following Settlement Benefits**:**

1. **Cash Payment A - Documented Losses**: You may submit a Claim Form and provide reasonable documentation for up to $4,000 per Settlement Class Member;

   OR

2. **Cash Payment B – Alternate Cash**: Instead of Documented Losses, without providing documentation, you may submit a Claim Form to receive a pro rata (a legal term meaning equal share) cash payment in the *estimated* amount of $75;

   AND

3. **Medical Record Monitoring**: In addition to Documented Losses *or* Alternate Cash, you may also submit a Claim Form to receive two years of one-bureau of a medical record and credit monitoring product.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

* * *

Please Note: The Settlement Administrator may contact you to request additional documents to process your Claim Form.

For more information and complete instructions, visit **www.xxxxxxxxx.com**.

Please note that Settlement Benefits will be distributed after the Settlement is approved by the Court and becomes final. Thank you for your patience.

PLACEHOLDER0000*

Contact Information

1. NAME (REQUIRED):

First Name | MI | Last Name

2. MAILING ADDRESS (REQUIRED):

Street Address

Apt. No.

City | State | ZIP Code

3. PHONE NUMBER:

– –

4. EMAIL ADDRESS:

5. UNIQUE ID:

6. PIN:

Medical Record Monitoring

You may be eligible to receive free Medical Record Monitoring services.

All Settlement Class Members are eligible for two years of free Medical Record Monitoring services.

Please select the checkbox if you want to enroll in Medical Record Monitoring for which you are eligible.

☐ **Medical Record Monitoring:** I want to receive two years of one-bureau of a medical record and credit monitoring product at the email entered in the above section.

If you select this option, you will be sent instructions and an activation code to your provided email address listed above after the Settlement is final. Enrollment in this service will not subject you to marketing for additional services or any required payments.

Documented Loss Payment

You may submit a Claim Form and provide reasonable documentation for up to $4,000 per Settlement Class Member. Eligible losses include those incurred on or after October 23, 2024, up to the date of submitting your Claim.

It is important for you to send reasonable documentation that show what happened and how much you lost or spent so that you can be reimbursed.

Examples of documented losses related to the Data Incident include (without limitation):

1. Monetary losses as a result of actual identity theft if (a) the loss is an actual, documented, and unreimbursed monetary loss; (b) the loss was fairly traceable to the Data Incident; and (c) the loss occurred between October 23, 2024, and the date your Claim was submitted;
2. Postage;
3. Copying, scanning, faxing;
4. Mileage and other travel-related charges;
5. Parking;
6. Notary charges;
7. Research charges;
8. Cell phone charges (only if charged by the minute);
9. Long distance phone charges;
10. Data charges (only if charged based on the amount of data used);
11. Text message charges (only if charged by the message);
12. Bank fees, and
13. Professional fees, such as fees for accountants and attorneys.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is rejected by the Settlement Administrator, and you fail to cure your Cash Payment A – Documented Losses Claim Form, your Claim Form will be processed as if you elected Cash Payment B – Alternate Cash.

To look up more details about how the cash payment works, visit **www.xxxxxxxxx.com** or call toll-free **1-XXX-XXX-XXX**. Please also review the Long Form Notice on the Settlement Website for more information.

By completing this section, you certify that the expenses claimed do not relate to any other data incidents or breaches and have not been reimbursed by any other source. By submitting this section, you further attest under penalty of perjury that the documented losses are true, accurate, and were incurred as a result of the Data Incident.

Expense Type and Examples of Documents	Amount and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
Professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or identity theft. *Examples: Receipts, notices, or account statements reflecting payment for a credit freeze*	$ ☐☐☐☐☐ • ☐☐ Date: ☐☐ – ☐☐ – ☐☐☐☐ MM DD YYYY	_____ _____ _____

Questions? Go to **www.xxxxxxxxx.com** or call **1-XXX-XXX-XXXX**.

Other losses or costs resulting from identity theft or fraud (provide detailed description) related to the Data Incident. *Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased*	$ ☐☐☐☐☐ • ☐☐ Date: ☐☐ – ☐☐ – ☐☐☐☐ MM DD YYYY	_____ _____ _____
Other expenses such as notary, fax, postage, copying, mileage, long-distance telephone charges, or professional fees related to the Data Incident. *Examples: Phone bills, receipts, detailed list of addresses you traveled to (e.g., police station, IRS office), reason why you traveled there (e.g., police report or letter from IRS re: falsified tax return) and number of miles you traveled*	$ ☐☐☐☐☐ • ☐☐ Date: ☐☐ – ☐☐ – ☐☐☐☐ MM DD YYYY	_____ _____ _____

Alternate Cash Payment

Instead of Documented Losses, without providing documentation, you may submit a Claim Form to receive a pro rata (a legal term meaning equal share) cash payment in the *estimated* amount of $75.

☐ **By checking this box, I affirm I want to receive an Alternate Cash Payment.**

Your Alternative Cash Payment may be subject to a *pro rata* increase or decrease depending upon the total value of all Valid Claims submitted.

Payment Election

If your Claim is approved, you may choose how you would like to receive your Settlement Payment. Your selection below does not affect the eligibility or amount of your payment and does not guarantee that your Claim will be approved. Please fill out **ONLY ONE** of the payment options below:

#1 Digital Payment Account – Payment Option

☐ Zelle ☐ PayPal ☐ Venmo

Provide the email **OR** phone number, **NOT** both, associated with your selected digital payment account.

Email:

Phone Number:

#2 Digital Card by Email – Payment Option

☐ Virtual Prepaid Mastercard ☐ Virtual Prepaid Visa Card

Email Address for Delivery:

#3 ACH Transfer: Direct Electronic Payment to a Bank Account – Payment Option

Checking Account Savings Account

Routing Number:

Account Number:

#4 Physical Check or Mastercard to be Sent by Mail – Payment Option

Sent by mail to the address on this Claim.

☐ Physical Check ☐ Physical Prepaid Mastercard

Note: If the selected digital payment method is unavailable, cannot be completed, or if you select more than one option, the Settlement Administrator may issue your payment by paper check.

Signature

By signing my name, I affirm under the penalty of perjury and laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my Claim is complete.

Signature

Date: MM — DD — YYYY

Print Name

— EXHIBIT 4 —

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

In re Washington Gastroenterology, PLLC Data Breach Litigation	Lead Case No. 25-2-11194-1 **[PROPOSED] PRELIMINARY APPROVAL ORDER**

Before the Court is Plaintiffs Kevin Boldt, Leiann Wolf, Vanessa DeTarville, Shana Fry, Matthew Healy, Rea Hagan, Susan Burrell, and Jeannine Washington's ("Plaintiffs") Motion for Preliminary Approval of Class Action Settlement **(Doc. No. __)** (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Washington Gastroenterology, PLLC ("Washington Gastroenterology") and, together with Plaintiffs, the "Parties"), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs' Memorandum of Law in Support of their Motion (the "Settlement Agreement" or the "Agreement").[1]

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

[1] All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

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Chicago, Illinois 60611-4501
TEL. 872.263.1100 • FAX 872.863.1109
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All living individuals residing in the United States whose Private Information was compromised in the Data Incident, including all those who received notice of the breach.

Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendant, and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) any Settlement Class Member who timely and validly opted out of the Settlement; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

Pursuant to Washington Rule of Civil Procedure (the "Rule") 23(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a). Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class are so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical; and (d) the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class.

2. **Settlement Class Representatives and Settlement Class Counsel**. The Court finds for settlement purposes only that Plaintiffs Kevin Boldt, Leiann Wolf, Vanessa DeTarville, Shana Fry, Matthew Healy, Rea Hagan, Susan Burrell, and Jeannine Washington will likely satisfy the requirements of Rule 23 and should be appointed as the Settlement Class Representatives. Additionally, the Court finds that Raina Borrelli and Thomas E. Loeser will likely satisfy the requirements of Rule 23 and should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the

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Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to RCW § 2.08.010 and personal jurisdiction over the parties before it. Additionally, venue is proper in this County pursuant to RCW § 4.12.020(3).

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on _____, 202___, at the Pierce County Courthouse, [or via telephone or videoconference], where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes pursuant to Rule 23; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Rule 23; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

6. **Settlement Administrator**. The Court appoints Epiq as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice**. The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits 1, 2, and 3** are hereby

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Chicago, Illinois 60611-4501
TEL. 872.263.1100 • FAX 872.863.1109
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approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its Exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Rule 23; and (e) and meet the requirements of the Due Process Clause(s) of the United States and Washington Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class**. Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit a written request to the designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, *i.e.*, one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days after the Notice Deadline, and as stated in the Notice.

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Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to Washington Gastroenterology's Counsel a complete list of all timely and valid requests for exclusion.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances**. A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline and as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the objector's full name, mailing address, telephone number, and email address (if any); (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (iii) 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; (iv) 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 Award; (v) 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

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980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611-4501
TEL. 872.263.1100 • FAX 872.863.1109
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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; (vi) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (ix) the objector's signature (an attorney's signature is not sufficient).

To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later than sixty (60) days from the Notice Deadline.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in Paragraph 85 of the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Washington Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process**. Settlement Class Counsel and Washington Gastroenterology have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If

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980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611-4501
TEL. 872.263.1100 • FAX 872.863.1109
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the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement**. This Agreement is expressly conditioned on the occurrence of all of the following events: (i) Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement; (ii) the Court has entered the Preliminary Approval Order; (iii) the Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; (iv) The dismissal without prejudice of the *Abeyta* federal action; and (v) The Effective Date has occurred. If these conditions are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated. Additionally, Defendant may, in its sole discretion, void the Settlement Agreement if the number of Opt-Outs or objections is 600 or more class members. In such event, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

13. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Washington Gastroenterology of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims

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980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611-4501
TEL. 872.263.1100 • FAX 872.863.1109
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lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines**. The Court orders the following schedule of dates for the specified actions/further proceedings:

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TEL. 872.263.1100 • FAX 872.863.1109
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Event	Deadline
Defendant Provides Class Member Information To Claims Administrator	Within 10 Days Of Entry Of Preliminary Approval Order
Deadline For Claims Administrator To Begin Sending Short Form Notice (By First Class USPS Mail)	Within 45 Days Of Entry Of Preliminary Approval Order
Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least 15 Days Prior To Opt-Out/ Objection Dates
Opt-Out/Objection Date Deadlines	60 Days After Notice Deadline
Claims Administrator Provides Parties With List Of Timely, Valid Opt-Outs	7 Days After Opt-Out Dates
Claims Deadline	90 Days After Notice Deadline
Motion For Final Approval To Be Filed By Class Counsel	At Least 30 Days Prior To Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 120 Days After Entry Of Preliminary Approval Order

IT IS SO ORDERED.

Dated

Judge

STRAUSS BORRELLI PLLC
980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611-4501
TEL. 872.263.1100 • FAX 872.863.1109
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— EXHIBIT 5 —

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

In re Washington Gastroenterology, PLLC Data Breach Litigation	Lead Case No. 25-2-11194-1 **[PROPOSED] FINAL APPROVAL ORDER**

Before the Court is Plaintiffs Kevin Boldt, Leiann Wolf, Vanessa DeTarville, Shana Fry, Matthew Healy, Rea Hagan, Susan Burrell, and Jeannine Washington's ("Plaintiffs") Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiffs' Motion for Attorneys' Fees, Costs, and Expenses to Settlement Class Counsel, and Service Award Payment to Plaintiffs ("Motion for Attorneys' Fees").

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys' Fees, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on _____[DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") **(Doc. No. __)** which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims; (b) appointed Plaintiffs as the Settlement Class Representatives

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and appointed Raina Borrelli and Thomas E. Loeser as Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

WHEREAS, on _____[DATE], pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on _____[DATE], the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

WHEREAS, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court being required under Washington Rule of Civil Procedure 23 (the "Rule") to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement Agreement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Washington Gastroenterology, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for a Service Award Payments

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to the Representative Plaintiffs, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised in the Action and all Parties thereto, including the Settlement Class.

2. The Settlement Agreement involves allegations in Plaintiffs' Class Action Complaint against Defendant for purported failure to implement or maintain adequate data security measures and safeguards to protect Private Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.

3. The Settlement Agreement does not constitute an admission of liability, fault, or wrongdoing of any kind whatsoever by Washington Gastroenterology, the admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, and the Court expressly does not make any finding of fault, liability, or wrongdoing by Washington Gastroenterology.

4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to Rule 23, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

> All living individuals residing in the United States whose Private Information was compromised in the Data Incident, including all those who received notice of the breach.

Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendant, and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and

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Court staff; (d) any Settlement Class Member who timely and validly opted out of the Settlement; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

6. The Settlement Agreement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement Agreement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

a. Claims Administration as outlined in the Settlement Agreement whereby Settlement Class Members can submit claims that will be evaluated by a Settlement Administrator.

b. Defendant to pay all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.

c. Defendant to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award Payments to the Class Representatives.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Rule 23 set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than

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980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611-4501
TEL. 872.263.1100 • FAX 872.863.1109
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litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' application for attorneys' fees, costs, and expenses, and the Service Award Payments to the Settlement Class Representatives have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and other applicable law.

10. As of the Opt-Out deadline, _____ potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final Approval Order and Judgment. Those persons are not bound by the Settlement Agreement and this Final Approval Order and Judgment and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

11. _____ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

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12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. The Court has considered all the documents filed in support of the Settlement Agreement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement Agreement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

15. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement Agreement in the manner and timeframe as set forth therein.

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims as follows:

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq*., Montana Code § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their

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Chicago, Illinois 60611-4501
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intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

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

"Released Party" means Defendant, the Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, including joint ventures and joint venture partners, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers. Each of the Released Parties may be referred to individually as a "Released Party."

18. The Court grants final approval to the appointment of Plaintiffs Kevin Boldt, Leiann Wolf, Vanessa DeTarville, Shana Fry, Matthew Healy, Rea Hagan, Susan Burrell, and Jeannine Washington as Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

19. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves payments to the Settlement Class Representatives in

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the amount of $4,000.00 each as Service Award Payments. Defendant shall make such payments in accordance with the terms of the Settlement Agreement.

20. The Court grants final approval to the appointment of Raina Borrelli and Thomas E. Loeser as Settlement Class Counsel. The Court concludes that Settlement Class Counsel has adequately represented the Settlement Class and will continue to do so.

21. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for combined attorneys' fees, costs, expenses up to one-third of the Settlement Fund. Payment shall be made pursuant to the terms of the Settlement Agreement.

22. This Final Approval Order and Judgment, the Settlement Agreement, or any action taken hereunder shall constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Washington Gastroenterology or the Released Persons or any admission by Washington Gastroenterology or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of the claims asserted by Plaintiffs in the Action. This Final Approval Order and Judgment and the Settlement Agreement shall not be offered or be admissible in evidence against either Party or the Released Persons or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein or in the Settlement Agreement is or shall be construed or admissible as an admission by Washington Gastroenterology or the Released Persons that Plaintiff's claims or any similar claims are suitable for class treatment outside of this Settlement Agreement.

23. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the

STRAUSS BORRELLI PLLC
980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611-4501
TEL. 872.263.1100 • FAX 872.863.1109
straussborrelli.com

Preliminary Approval Order, and this Final Approval Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and will not, at any time, seek recovery of same from any other Party to the Action or from counsel to any other Party to the Action.

24. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

25. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

26. This Order resolves all claims against all Parties in this action and is a final order.

27. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED.

_____ _____

Dated Judge

STRAUSS BORRELLI PLLC
980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611-4501
TEL. 872.263.1100 • FAX 872.863.1109
straussborrelli.com