

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Carol Walker, Rebecca A. Campos, Adam Shotswell, Smukweshun Okena, and Kim Ridgway individually and on behalf of all others similarly situated (together, “Plaintiffs”), and Behavioral Health Services (“Defendant”) (collectively, the “Parties”). As detailed below, this Settlement Agreement releases, forever discharges, and bars all claims asserted (or that could have been asserted) in the class action lawsuits captioned: Walker v. Behavioral Health Services, Case No. 25-2-00630-34 (Thurston Cty. Super. Ct.), Campos v. Behavioral Health Resources, Case No. 25-2-01798-34 (Thurston Cty. Super. Ct.), Adam Shotswell v. Behavioral Health Resources, Case No. 25-2-01700-34 (Thurston Cty. Super. Ct.), Smukweshun Okena v. Behavioral Health Resources, Case No. 25-2-01696-34 (Thurston Cty. Super. Ct.), Kim Ridgway v. Behavioral Health Resources Case No. 25-2-01695-34 (Thurston Cty. Super. Ct.) (collectively the “Actions”). The Settlement Agreement is subject to Court approval and is intended by the Parties to resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions set forth below.

FACTUAL BACKGROUND AND RECITALS

1. On or about February 18, 2025, through May 8, 2025 Plaintiffs Walker, Campos, Shotswell, Okena, and Ridgway filed putative class actions against Defendant related to a cybersecurity incident that Defendant learned it had experienced in or about November 2024 (the “Data Incident”). Plaintiffs alleged that Defendant failed to adequately secure its network, and that, as a result, cybercriminals were able to access Defendant’s network and access the Personal Information of current and former patients of Defendant.
2. Defendant denies (i) the allegations and all liability with respect to facts and claims alleged in the Actions; (ii) that the class representatives in the Actions and the class they purport to represent have suffered any damage; and (iii) that the Actions satisfy the requirements to be certified or tried as a class action under CR 23. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, and that it is desirable that the Actions be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of, any wrongdoing or liability.
3. The Parties participated in weeks of arm’s-length settlement negotiations. During the settlement negotiations, the Parties discussed Defendant’s potential defenses, as well as the Parties’ respective positions on the merits of the claims and class certification. The settlement negotiations culminated in the Parties agreeing on a settlement in principle on or about June 30, 2025.
4. Defendant has provided Plaintiffs with informal discovery confirming the remedial measures taken in response to the Data Incident, which included the cost and value of those measures, approximately over \$100,000.00.

5. The Settlement Agreement resolves the claims of all Plaintiffs and putative Class Members related to the potential disclosure of their Personal Information as a result of the Data Incident.
6. The Parties have agreed to settle the Actions on the terms and conditions set forth herein in recognition that the outcome of the Actions is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.
7. In exchange for the mutual promises, agreements, releases, and other good and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Actions, subject to Court approval, on the following terms and conditions:

DEFINITIONS

8. "Actions" means Walker v. Behavioral Health Services, Case No. 25-2-00630-34, Campos v. Behavioral Health Resources, Case No. 25-2-01798-34, Adam Shotswell v. Behavioral Health Resources, Case No. 25-2-01700-34, Smukweshun Okena v. Behavioral Health Resources, Case No. 25-2-01696-34, and Kim Ridgway v. Behavioral Health Resources Case No. 25-2-01695-34 (collectively the "Actions").
9. "Approved Claim" means a timely and properly submitted claim by a Participating Settlement Member that has been approved as a Valid Claim by the Settlement Administrator.
10. "Defendant's Counsel" means Amanda Harvey and Jacob Lisogorsky of Mullen Coughlin LLC.
11. "Claim Form" or "Claim" means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of amounts paid under the terms of the Settlement. The Claim Form will be in a form substantially as shown on attached Exhibit A, which will be available on the Settlement Website (as defined below).
12. "Claims Deadline" means the postmark date and/or online submission deadline by which Participating Settlement Class Members must submit a complete Claim Form(s) to be considered timely, which will occur 90 days from the date that Notice is mailed.
13. "Claims Period" means the period during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will start on the date Notice is mailed and end on the Claims Deadline.
14. "Class Counsel" means Kaleigh N. Boyd and Joan M. Pradhan of Tousley Brain Stephens PLLC and William B. Federman and Tanner R. Hilton of Federman & Sherwood.
15. "Settlement Class Representatives" means the named class representatives Carol Walker, Rebecca A. Campos, Adam Shotswell, Smukweshun Okena, and Kim Ridgway.

16. "Court" means the Honorable Christine Schaller, assigned to Walker v. Behavioral Health Resources, Case No. 25-2-00630-34, and Okena v. Behavioral Health Resources, Case No. 25-2-01696-34, the Honorable Carol Murphy, assigned to Campos v. Behavioral Health Resources, Case No. 25-2-01798-34, the Honorable Anne Egeler assigned to Levi v. Behavioral Health Resources, Case No. 25-2-01700-34 and Ridgway v. Behavioral Health Resources, Case No. 25-2-01695-34 or such other judge of the Thurston County Superior Court to whom the Actions may hereafter be assigned.
17. "Data Incident" means the potential unauthorized access of information pertaining to current and former patients, that may include name, date of birth, Social Security number, medical information, biometric and/or genetic data, government-issued ID, taxpayer identification number (TIN), and/or health insurance information that Behavioral Health Resources learned it had experienced on or about November 20, 2024.
18. The Effective Date of the settlement shall be ten (10) days after the date when each and of all of the following conditions have occurred: (1) This Settlement Agreement has been fully executed by all Settling Parties and their counsel; (2) the Court has entered the Preliminary Approval Order without material change; (3) The Court-approved Short Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court; (4) Behavioral Health Resources has not exercised its option to terminate the Settlement Agreement; (5) the Court has entered the Judgment granting final approval to the Settlement as set forth herein; and (6) the Judgment has become Final.
19. "Fee Application" means any motion for an award of attorneys' fees, Litigation Costs and Expenses, and Service Award Payments.
20. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.
21. "Final" shall mean the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment. Notwithstanding the foregoing, any order modifying or reversing any Attorneys' Fees and Expenses Award or Service Award made in this case shall not affect whether the Final Approval Order and Judgment is "Final" as defined herein or any other aspect of the Final Approval Order and Judgment.
22. "Final Approval Order and Judgment" means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement; certifies the

Settlement Class; finds that the Settlement Agreement is fair, reasonable, and adequate and was entered into in good faith and without collusion; approves and directs the consummation of this Agreement; approves the Release contained in this Agreement and orders that, as of the Effective Date that the Released Claims will be released as to the Released Parties; dismisses the Actions with prejudice and without costs, except as explicitly set forth in this Agreement; otherwise satisfies the settlement-related provisions of Superior Court Civil Rules; and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant's Counsel will work together on a proposed Final Approval Order and Judgment, which both parties must approve before filing.

23. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Superior Court Civil Rules and whether to issue the Final Approval Order and Judgment.
24. "Litigation Costs and Expenses" means reasonable costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, and settling the Actions, as approved by the Court.
25. "Long-form Notice" means the long-form notice of settlement posted on the Settlement Website substantially in the form as shown in the attached Exhibit B.
26. "Notice" means notices and Reminder Notice(s) of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Long-Form Notice (Exhibit B), and/or the Short-Form Notice (Exhibit C), and/or the Reminder Notice, substantially in the respective forms as shown in Exhibits B and C attached hereto.
27. "Notice Deadline" means the last day by which Notice must issue to the Settlement Class Members and will occur 30 days after entry of the Preliminary Approval Order.
28. "Notice and Administrative Expenses" means all expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating, and distributing the Settlement funds to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement including, but not limited to, any administrative expenses or fees, Settlement Website fees, state, local, or federal taxes, and legal, accounting, or actuarial fees related to the operation of this Settlement. Reasonable Notice and Administrative Expenses will be paid out of the Settlement Fund.
29. "Out of Pocket Losses" means unreimbursed costs or expenditures incurred by a Class Member that are fairly traceable to the Data Incident. Out-of-Pocket Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class

member's personal information; (2) costs incurred on or after November 20, 2024 (or the earliest verifiable date the Data Incident occurred) associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (4) credit monitoring or other mitigating costs that were incurred on or after November 20, 2024 (or the earliest verifiable date the Data Incident occurred) through the date of the Class member's claim submission. Out-of-Pocket losses will be paid from the cash settlement fund.

30. "Objection Deadline" is the last day on which a Settlement Class Member may make a written objection to the Settlement or Fee Application, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.
31. "Opt-Out Deadline" is the last day on which a Settlement Class Member must mail a written request to be excluded from the Settlement Class, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.
32. "Participating Settlement Class Member" means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.
33. "Preliminary Approval Order" means an order directing issuance of Notice to Settlement Class Members, determining that the Court preliminarily approves of the Settlement under the Superior Court Civil Rules, and determining that the Court preliminarily certifies the Settlement Class for purposes of judgment that is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant's Counsel will work together on a proposed Preliminary Approval Order, which the parties must approve before submission to the Court.
34. "Personal Information" means name, date of birth, Social Security number, medical information, biometric and/or genetic data, government-issued ID, taxpayer identification number (TIN), and health insurance information.
35. "Released Claims" shall mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys' fees, losses, remedies, claims, and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 et seq., and all similar statutes in effect in any states in the United States; all Washington consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable

relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member 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 consistent with the terms and requirements of this Agreement. Released Claims shall not include any claims for medical malpractice that Plaintiffs and Settlement Class Members have, or may have in the future, against Behavioral Health Resources.

"Released Claims" also shall have the meaning ascribed to it as set forth in additional details in Section VIII below.

36. "Released Parties" means Behavioral Health Resources, and each of their past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, shareholders, successors, assigns, and owners, and all of their attorneys, heirs, executors, administrators, insurers and agents and/or third-party administrators thereof, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation.
37. "Reminder Notice" means a copy of the Short-Form Notice (Exhibit C) that will be mailed to all Settlement Class Members via postcard. The Reminder Notice shall be issued no later than 14 days before the Claims Deadline.
38. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from or "opt out of" the Settlement Class in the form and manner provided for in the Notice.
39. "Service Award Payment" means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation, which shall not exceed \$2,500 per Settlement Class Representative, as approved by the Court.

40. "Settlement" means the settlement of the Actions by and between the Parties, and the terms thereof as stated in this Settlement Agreement.
41. "Settlement Administration Costs" shall mean the costs incurred by the Settlement Administrator to administer the Settlement, including the cost of Notice.
42. "Settlement Administrator" means Simpluris, which will serve as the settlement administrator and notice provider for the settlement.
43. "Settlement Class" means all U.S. residents whose Personal Information was potentially impacted in the data incident disclosed by Behavioral Health Resources ("Defendant"), on or about November 20, 2024. All members of the Settlement Class that do not opt-out or submit a valid Request for Exclusion of the settlement shall be referred to as Settlement Class Members.
44. "Settlement Class List" means the list generated by Defendant containing the full names, and addresses, for Settlement Class Members for all persons who fall under the definition of the Settlement Class, which Defendant shall provide to the Settlement Administrator within 14 days of the Preliminary Approval Order.
45. "Settlement Class Member" means an individual who falls within the definition of the Settlement Class.
46. "Settlement Fund" means a non-reversionary common fund created by the Settlement Administrator and funded by Defendant in the amount of One Million One Hundred Thousand Dollars (\$1,100,000). The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed and shall be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.
47. "Settlement Payment" or "Settlement Check" mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Section I below for a Valid Claim.
48. "Settlement Website" means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs' Motion for Preliminary Approval of the Settlement, the Preliminary Approval Order, Plaintiffs' Fee Application, and the operative complaint from Walker v. Behavioral Health Services, Case No. 25-2-00630-34 (Thurston Cty. Super. Ct.). The Settlement Website shall also include a downloadable copy of the Long Form Notice and the Claim Form for

Settlement Class Members to access. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website will also provide a toll-free telephone number, contact form, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least 20 days after all Settlement Payments have been distributed.

49. "Short-Form Notice" means the content of the mailed notice to the proposed Settlement Class Members substantially in the form as shown in Exhibit C attached hereto. The Short-Form Notice will direct the recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys' fees, and the date of the Final Fairness Hearing as defined below.
50. "Valid Claim" means a Settlement Claim, determined to be timely, complete, and verified by the Settlement Administrator to meet all the required criteria for the type of claim being submitted, including the amount approved by the Settlement Administrator (even if that determination is made following the dispute resolution process described herein).

I. SETTLEMENT FUND

51. Establishment of the Settlement Fund: Defendant agrees to make a payment of, and deposit that payment into, the Settlement Fund as follows: (a) Within twenty (20) days of the Court granting preliminary approval of this Settlement Agreement, Defendant shall pay, from the total settlement amount, to the Settlement Administrator an amount estimated by the Settlement Administrator (said amount being part of and not in addition to the Settlement Fund) to defray the actual expenses of notice to Settlement Class Members; (b) not more than fourteen (14) days after the Effective Date, Defendant shall pay into a Qualified Settlement Fund to be established and maintained by the Settlement Administrator the remaining portion of the Settlement Fund; (c) not more than Twenty-one (21) days after the Effective Date, the Settlement Administrator shall pay Service Awards; (d) not more than twenty-five (25) days after the Effective Date, the Settlement Administrator shall pay to Class Counsel any attorneys' fees, costs, expenses; and (d) not more than thirty (30) days after the Effective Date, the Settlement Administrator shall pay Settlement Payments to Participating Settlement Class Members. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant's liability shall not exceed One Million One Hundred Thousand Dollars (\$1,100,000). To the extent this Settlement Agreement is not finally approved, Defendant will be entitled to the return of any amounts not already incurred by the Settlement Administrator in connection with administration of the Settlement. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days of the entry of the Preliminary Approval Order. Following Defendant's payment of all Settlement Fund monies as described in this Paragraph after Final Approval, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account

or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund.

52. **Qualified Settlement Fund:** The Parties agree that the Settlement Fund, upon Final Approval, is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation ("FDIC"). Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.
53. **Use of the Settlement Fund:** As further described in this Agreement, the Settlement Fund, upon Final Approval, shall be used by the Settlement Administrator to pay for the following Administrative Expenses; Fee Award and Expenses as awarded by the Court; Service Awards approved by the Court; valid claims for Out-of-Pocket Losses and Pro Rata Cash Payments; codes for Medical Monitoring and Identity Theft Protection; and any cy pres award of Remainder Funds (to the extent any exist following the preceding payments). No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court. Responsibility for effectuating payments described in this Paragraph shall rest solely with the Settlement Administrator and neither Defendant nor Defendant's agents shall have any responsibility whatsoever with respect to effectuating such payments.
54. **Taxes and Representations:** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their Counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective Counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

II. SETTLEMENT BENEFITS

55. **Settlement Benefits:** All Settlement Class Members may submit a claim for documented out-of-pocket losses including, for example, lost time, unreimbursed losses relating to fraud or

identity theft, unreimbursed costs of credit monitoring incurred between the time of the Data Incident and the time the claim is submitted, and unreimbursed bank fees, postage, or gasoline for travel ("Out of Pocket Losses"), time spent remedying issues related to the Data Incident ("Attested Time"), Medical Monitoring services, and a Pro Rata Cash Payment. In the unlikely event that the Settlement Fund is insufficient to cover all Out-of-Pocket Losses, such claims shall be reduced pro rata to account for the amount of remaining funds, and no additional monetary benefits shall be paid to any claimants.

56. **Documented Out-of-Pocket Losses.** The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000 per person who is a member of the Settlement Class, upon submission of a claim and supporting documentation, for out-of-pocket monetary losses incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members with Out-of-Pocket Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.
57. **Reimbursement for Lost Time ("Attested Time").** Settlement Class Members may submit claims to be compensated for lost time they reasonably spent responding to the Data Incident. Settlement Class Members may claim up to five (5) hours of time compensated at the rate of \$25 per hour. All such lost time must be fairly traceable to the Data Incident, reasonably described by type of lost time incurred, and supported by an attestation that the time spent was reasonably incurred dealing with the Data Incident.
58. **Medical Monitoring and Identity Theft Protection.** All Settlement Class Members who submitted a Valid Claim using the Claim Form, including necessary supporting documentation, are eligible for three (3) years of medical monitoring and identity theft protection product. Settlement Class Members will need to enroll to receive this benefit.
59. **Pro Rata Cash Payment.** Settlement Class Members may submit a Claim for a Pro Rata Cash Payment of approximately \$100 per person, though the final amount will be subject to a pro rata increase or decrease. The actual amount of the Pro Rata Cash Payment will be determined by taking the total Settlement Fund; deducting court-approved costs for Notice and Administrative Expenses, Service Award Payments, Fee Award and Costs, and benefits paid for approved Out-of-Pocket Losses and Reimbursement for Lost Time; and dividing the remaining funds among Settlement Class Members who have submitted a valid claim for a Base Cash Payment. This benefit may be stacked with any claim for Out-of-Pocket Losses, Attested Time, and/or Medical Monitoring.

60. Remedial Measures. Separate from and in addition to the Settlement Fund, Plaintiffs received confidential assurances about improvements in Defendant's cybersecurity. The Parties agree to provide the specific information, including the estimated cost of such improvements, to the Court for in camera consideration, if requested. The information provided by Defendant pursuant to this paragraph shall be treated as confidential and cannot be used for any purpose other than approval and enforcement of this Settlement Agreement.
61. Residual Funds/Pro Rata Reduction. In the event that compensation for Out-of-Pocket Losses, Attested Time, Settlement Administration Costs, Service Award Payments, and the Fee Award and Costs exceed the Settlement Fund, all Settlement Class Member payments will be reduced on a pro rata basis such that Defendant's maximum amount to be paid does not exceed the non-reversionary Settlement Fund. As to any portion of the Settlement Fund that remains after all of the above and Pro Rata Cash Payments have been paid, it shall be distributed cy pres to the Legal Foundation of Washington.
62. Dispute Resolution for Claims. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Out-of-Pocket Loss Claims or Attested Time Claims; (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Incident; and (4) the claimant timely submitted their Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information that the Settlement Administrator deems reasonably necessary to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, and claims previously made for identity theft and the resolution thereof. For any such claims that the Settlement Administrator determines to be invalid, the Settlement Administrator will submit those claims to the Settling Parties, by and through their respective Counsel. If, upon meeting and conferring, the Settling Parties disagree as to the Claim validity, then the Claim shall be referred back to the Settlement Administrator for final determination on the Claim validity.
- i. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and allow the claimant 14 days from the date of the request to cure the defect. If the defect is not cured within the time allotted, then the claim will be deemed invalid.
 - ii. Following timely receipt of additional information pursuant to a request by the Settlement Administrator, the Settlement Administrator shall have 10 days to accept or reject the Claim. If, after review of the Claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, then the Claim shall be paid. If the Claim is not valid because the claimant has not provided the information requested by the Settlement Administrator, then the Settlement Administrator may reject the Claim without any

further action. A defect in one Claim shall not cause rejection of any other Valid Claim submitted by the claimant.

- iii. Class Members shall have 10 days from receipt of the approval of a Claim that provides a payment that deviates from the losses described on the Claim Form to accept or reject the Claim. This provision does not apply where the Claim value deviates due to a pro rata increase or decrease.

III. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

- 63. **Payment Timing.** Payments for Valid Claims for reimbursement for approved Out-of-Pocket Losses, Attested Time, and Pro Rata Cash Payments shall be issued in the form of a check mailed and/or an electronic payment made to the Settlement Class Member as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the date the claim is approved.
- 64. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within 120 days of their date of issue.
- 65. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within 30 days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.
- 66. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within 120 days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by email and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) mail the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 120-day period. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

67. Deceased Class Members. If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased, documentation establishing the proper estate representative to whom to mail the Settlement Check, and after consultation with Class Counsel and Defendant's Counsel.

IV. CLAIMS AND DISTRIBUTION OF SETTLEMENT FUNDS

68. Submission of Electronic and Hard Copy Claims. Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by USPS mail to the Settlement Administrator. Claim Forms must be submitted electronically through the Settlement Website or postmarked during the Claims Period and on or before the Claims Deadline.

V. SETTLEMENT CLASS NOTICE

69. Notice. Within 14 days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within 30 days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class.
70. Manner of Giving Notice. Notice will be issued in a manner reasonably calculated to satisfy due process, and the Settlement Administrator will provide a declaration establishing notice conforming to due process requirements that Plaintiffs may file as part of a motion for final approval of the settlement. Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein.
- a. Short Form Notice. As soon as practicable but starting no later than 30 days from the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice via USPS First Class Mail to all Settlement Class Members for which it has mailing addresses. Before mailing the Short Form Notice, the Settlement Administrator will update the addresses provided by Defendant with the National Change of Address (NCOA) database. It shall be presumed that the intended recipients received the Short Form Notice if the mailed Short Form Notices have not been returned to the Settlement Administrator as undeliverable within 15 days of mailing.
 - b. Settlement Website. Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall confer and approve a mutually acceptable URL for the Settlement Website and a secure webserver to host the Settlement Website. The Settlement Website shall remain accessible until at least 20 days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Website shall contain: the Settlement Agreement;; contact information for the Settlement Administrator; the operative complaint from

Walker v. Behavioral Health Services, Case No. 25-2-00630-34 (Thurston Cty. Super. Ct.); the Long Form Notice, which contains robust details about the Settlement; the publicly filed motion for preliminary approval, motion for final approval and for attorneys' fees and expenses (when they become available); the signed preliminary approval order; and a downloadable and online version of the Claim Form and Long-Form Notice. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website shall contain a prominent notification that "No Claims Forms will be accepted via email."

- c. Toll-Free Telephone Number. Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated toll-free telephone number by which Settlement Class Members can obtain information about the Settlement and request paper forms of the Short-Form Notice and Claim Form be sent to them. The system shall include an option for the caller to request a call back from a live individual.
- d. Post Office Box. Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated USPS P.O. Box to accept correspondence and claims from Settlement Class Members.
- e. Reminder Notices. Reminder Notice shall be issued no later than 14 days before the Claims Deadline. Reminder notice will be sent via USPS mail.

VI. OPT-OUTS AND OBJECTIONS

- 71. Opt-Outs. The Notice shall explain the procedure for Settlement Class Members to exclude themselves ("opt-out") of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Short Form Notice shall state "if you do not want to be legally bound by the Settlement, you must exclude yourself" by a designated date. The Short Form Notice will also state: "if you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decision of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement." The Short Form Notice shall provide the Website URL and telephone number to obtain a copy of the Long-Form Notice.
- 72. Objections. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting timely, written objections to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, telephone number, and email address; (iii) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (iv) a written statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all attorneys

representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Notice shall set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing, shall be bound by the Settlement Agreement, and shall be forever barred from making any objection to the Settlement.

73. Any Settlement Class Member who fails to comply with the requirements for objecting as set forth Paragraph 72 shall waive and forfeit all rights he, she, or they may have to appear separately and/or object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Actions. The exclusive means for any challenge to the Settlement Agreement shall be through the provision of Paragraph 71, 72. Without limiting the foregoing, any challenge to the Settlement Agreement, or the Judgment to be entered upon final approval, shall be pursuant to an appeal and not through a collateral attack.
74. Within ten (10) days after the Opt-Out Date as approved by the Court, if there have been more than 150 valid opt outs, Defendant may, by notifying Settlement Class Counsel and the Court in writing, within five (5) business days from the date of the Settlement Administrator provides written notice to Defendant of the number of opt-outs, void this Settlement Agreement.

VII. DUTIES OF SETTLEMENT ADMINISTRATOR

75. Settlement Administration Process. After the settlement is preliminarily approved by the Court, the Settlement Administrator will send the Notice to the Settlement Class. Defendant will cooperate in providing the Settlement Administrator with the Settlement Class List within fourteen (14) days, which will be kept strictly confidential between the Settlement Administrator, Defendant, and Class Counsel. After the Court enters an order finally approving the Settlement, the Settlement Administrator shall distribute payments out of the Settlement Fund as set forth in this Agreement. Cash payments to Settlement Class Members will be made by check or electronic payment sent from the Settlement Administrator.
76. Duties of Settlement Administrator. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement as specified in this Agreement, including, but not limited to, the following:
- a. Administering, and overseeing the Settlement Fund provided by Defendant to pay Approved Claims;
 - b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
 - c. Providing Notice to Settlement Class Members via U.S. mail and Reminder Notice(s) via U.S. Mail;
 - d. Establishing and maintaining the Settlement Website;

- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within 2 business days via live operator;
- f. Responding to any Settlement Class Member inquiries in a timely manner;
- g. Reviewing, determining the timeliness, completeness, validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Defendant's Counsel weekly status reports of Approved Claims, Opt-Outs both periodically during the Claims Period and after the Claims Deadline;
- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendant's Counsel;
- i. After approval of Valid Claims, processing and transmitting Settlement Payments to Settlement Class Members;
- j. Providing weekly or, as instructed by Class Counsel and Defendant's Counsel, other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;
- k. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion;
- l. After all payments required under this Agreement have otherwise been made, final distribution of any funds remaining in the Settlement Fund in the manner requested by the Parties; and
- m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel and Defendant's Counsel.

77. **Limitation of Liability.** The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

78. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendant's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice, plan and the administration of the Settlement; (ii) the management,

investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; (v) any losses suffered by, or fluctuations in the value of the Settlement Funds; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

79. Settlement Administration Costs. Reasonable Notice and Administrative Expenses will be paid out of the Settlement Fund.

VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

80. Certification of the Settlement Class. For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.
81. Preliminary Approval. Class Counsel shall file a motion for preliminary approval of the Settlement after the execution of this Settlement Agreement by all Parties.
82. Final Approval. Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.
83. 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 retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

IX. MODIFICATION AND TERMINATION

84. Modification. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.
85. Settlement Not Approved. If: (1) the Court does not issue the Preliminary Approval or Final Approval Order and Judgment; or (2) the Effective Date does not occur, the Parties shall have

60 days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven days written notice to the other party.

X. RELEASES

86. The Release. Upon the Effective Date, and in consideration of the Settlement benefits described herein, the Settlement Class Representatives and Participating Settlement Class Members, and each of their spouses and children with claims on behalf of the Settlement Class member, and each of their respective heirs, executors, administrators, estates, representatives, agents, partners, predecessors, successors, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, and assigns and all who claims through them or who assert claims (or could assert claims) on their behalf shall be deemed to have, and by operation of Judgment shall have released, acquitted, relinquished, and forever discharged any and all Released Claims against Released Parties, including Defendant and its present and former departments or divisions, and any and all of their respective past, present, and future officers, directors, employees, partners, servants, agents, successors, attorneys, advisors, consultants, contractors, vendors, service providers, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing (the "Releasees"). The relief stated above will be provided to Class Members as consideration for a general release for all claims and causes of action pleaded or that could have been pleaded that are related in any way to the activities stemming from the factual allegations described in the operative Complaint.
87. Unknown Claims. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Actions and that the Settlement Class Representatives or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns does not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Releasees of any of the foregoing or the Released Claims or might affect his, her, or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the Released Claims. Upon the Effective Date, the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns 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 any territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, related to the release of Unknown Claims. The Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns 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 Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Settlement Class Representatives, Participating Settlement Class Members and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

88. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XI. SERVICE AWARD PAYMENTS

89. **Service Award Payment.** At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for a Service Award Payment for the Settlement Class Representatives in recognition of their contributions to these Actions to be paid from the Settlement Fund. Defendant agrees not to oppose Service Award Payments of \$2,500 to the Settlement Class Representatives, subject to Court approval. This service award shall be separate and apart from any other benefits available to the Settlement Class Representatives as Participating Settlement Class Members under the terms of this Agreement. Service Award Payments shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than 21 days after the Effective Date. This term was negotiated after the Parties reached an agreement on the total settlement amount.
90. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award Payments in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XII. ATTORNEYS' FEES, COSTS, EXPENSES

91. **Attorneys' Fees, Costs, and Expenses.** At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees to be paid from the Settlement Fund of up to one-third (33%) of the Settlement Fund and Litigation Costs and Expenses not to exceed \$25,000. Defendant will not oppose Plaintiffs' request for attorneys' fees up to this amount and Plaintiffs' reasonable costs. The Parties negotiated this term after the Parties reached an agreement on the total settlement amount. Court approval of the settlement is not dependent on the Court awarding attorneys' fees and costs as provided in this Section. Any Fee Award and Costs and expenses shall be paid by the Settlement

Administrator in the amount approved by the Court, no later than 25 days after the Effective Date.

92. The amount(s) of any award of attorneys' fees, costs, and expenses, and the Service Award Payments to the Settlement Class Representatives, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court of modification or reversal or appeal of any order of the Court, concerning the amount(s) of attorneys' fees, costs, and expenses, and/or service awards ordered by the Court to Class Counsel or Settlement Class Representatives shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of the Settlement Agreement.

XIII. NO ADMISSION OF LIABILITY

93. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.
94. Limitations on the Use of this Agreement. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Actions or in any proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

XIV. MISCELLANEOUS

95. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.
96. Cooperation. The Settling Parties acknowledge that it is their intent to (i) consummate this Settlement Agreement; and (ii) to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.
97. Final and Complete Resolution. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Actions. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agreed that the

settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent counsel.

98. **Class Counsel Powers.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by Settlement Class Representatives to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure the fairness to the Settlement Class.
99. **Successors and Assigns.** The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.
100. **Pronouns.** As used herein, "he" means "he, she, it, or they;" "his" means "his, hers, its, or theirs;" and "him" means "him, her, it, or them."
101. **Currency.** All dollar amounts are in United States dollars (USD).
102. **Execution in Counterparts.** The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.
103. **No Construction Against the Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Settlement Class Representatives and Defendant each acknowledge that each have been advised and are represented by legal counsel of his or her own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.
104. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.
105. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

[Signature Pages Follow]

AGREED TO AND ACCEPTED:



Amanda Harvey/ Jacob Lisogorsky
Mullen Coughlin
Counsel for Behavioral Health Resources



Kaleigh N. Boyd/Joan M. Pradhan
Tousley Brain Stephens PLLC
Class Counsel for Plaintiffs and the Putative
Class



Laurie Tebo
Chief Executive
Behavioral Health Resources



William B. Federman/Tanner R. Hilton
Federman & Sherwood
Class Counsel for Plaintiffs and the Putative
Class

SETTLEMENT TIMELINE

ACTION	DEADLINE
Defendant Provides Class List to Settlement Administrator	14 days after entry of this Preliminary Approval Order
Defendant Pays Administrative Expenses	20 days after entry of this Preliminary Approval Order
Notice Date	30 days after entry of this Preliminary Approval Order
Motion for Attorneys' Fees and Expenses	14 days prior to Objection Deadline
Claims Deadline	90 days after Notice Date
Opt-Out / Exclusion Deadline	60 days after Notice Date
Objection Deadline	60 days after Notice Date
Final Approval Brief and Response to Objections Due	14 days prior to Final Approval Hearing
Final Approval Hearing	[No earlier than 90 days after Notice Date]

EXHIBIT A

EXHIBIT A

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

Behavioral Health Resources Data Incident

Superior Court of Thurston County, Washington

SETTLEMENT CLAIM FORM

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

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Settlement Class this way: “All U.S. residents whose Personal Information was compromised in the data breach disclosed by Behavioral Health Resources on or about November 20, 2024.”

Anyone who fits the Settlement Class definition and doesn’t validly exclude themselves from the Settlement will be included.

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

AVAILABLE BENEFITS

Behavioral Health Resources (“BHR”) will establish a Settlement Fund of \$1,100,000.00. The Settlement Fund will be used to pay court-approved attorneys’ fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The amount remaining under the Settlement Fund will be used to pay for the benefits described below. You may claim as many benefits as apply to you.

BENEFITS

Medical Data Monitoring Services. All Settlement Class Members are eligible to enroll in three (3) years of **CyEx Medical Shield Total**. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

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

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

Documented Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can receive reimbursement of up to **\$5,000.00**. The losses must have occurred between November 20, 2024, and **[Claims Deadline]**.

This benefit covers out-of-pocket losses, including, but not limited to:

- Losses suffered as a result of identity theft or fraud;

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

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

Behavioral Health Resources Data Incident

Superior Court of Thurston County, Washington

SETTLEMENT CLAIM FORM

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

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

You are required to send documented proof, such as bank statements or receipts, to show how much you spent or lost as a result of the Data Incident. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not sufficient to submit a Valid Claim. Your proof or notes should show that your expenses were as a result of and traceable to the Data Incident.

You cannot make a claim under this Settlement for expenses that have already been reimbursed by a third party.

Reimbursement for Lost Time. Settlement Class Members who spent time responding to the Data Incident may claim up to five (5) hours, at \$25.00 per hour, for a maximum of **\$125.00**.

The lost time spent must have been time spent on tasks related to the Data Incident. Some examples include, but are not limited to:

- Changing your passwords;
- Remedying identity theft or fraud suffered as a result of the Data Incident;
- Investigating suspicious activity in your accounts; and
- Researching the Data Incident.

You must briefly describe how you spent this time.

Pro Rata Cash Payment. You may also claim a one-time cash payment. This payment is expected to be **\$100.00**, but may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

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

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

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

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

Behavioral Health Resources Data Incident

Superior Court of Thurston County, Washington

SETTLEMENT CLAIM FORM

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

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

You may also print out and complete this Claim Form, and submit it by U.S. mail. An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com).

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

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. MEDICAL DATA MONITORING SERVICES

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

III. DOCUMENTED OUT-OF-POCKET LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses suffered as a result of the Data Incident. You can get back up to \$5,000.00.

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

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

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

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

Behavioral Health Resources Data Incident

Superior Court of Thurston County, Washington

SETTLEMENT CLAIM FORM

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

TOTAL CLAIMED:	

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

IV. REIMBURSEMENT FOR LOST TIME

If you spent time fixing problems caused by Data Incident, please select how many hours (up to five (5)) you spent. You must briefly describe how you spent this time.

I spent (select only **one**): ☐ 1 hour (\$25.00) ☐ 2 hours (\$50.00) ☐ 3 hours (\$75.00)
☐ 4 hours (\$100.00) ☐ 5 hours (\$125.00)

Describe what you spent this time on: _____

V. PRO RATA CASH PAYMENT

☐ Check this box if you want to claim a one-time cash payment of approximately \$100.00.

VI. PAYMENT SELECTION

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

☐ **PayPal**
Email address, if different than you provided in Section 1: _____

☐ **Venmo**
Mobile number, if different than you provided in Section 1: _____

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

Your claim must
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online or
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[Claims Deadline]

Behavioral Health Resources Data Incident

Superior Court of Thurston County, Washington

SETTLEMENT CLAIM FORM

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

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

VII. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date

EXHIBIT B

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Walker, et al. v. Behavioral Health Resources, Case No. 25-2-00630-34

Superior Court of Thurston County, Washington

IF YOU ARE AN INDIVIDUAL WHO RECEIVED NOTICE FROM THE NOVEMBER 2024 BEHAVIORAL HEALTH RESOURCES DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

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

You are not being sued.

Please read this Notice of Settlement carefully and completely.

- A Settlement has been reached with Behavioral Health Resources (“BHR” or “Defendant”) in five related class action lawsuits. These cases center around the data security incident on BHR’s computer systems that occurred in November of 2024 (the “Data Incident”). Certain files that contained personal information were potentially accessed. These files may have contained personal information such as names, dates of birth, Social Security numbers, medical information, biometric and/or genetic data, government-issued ID, taxpayer identification number (TIN), or health insurance information.
- The related lawsuits filed in the Superior Court of Thurston County, Washington, are resolved by this Settlement. Together these lawsuits are called the “Litigation.”
- BHR denies each and all of the claims and contentions alleged against it and denies all charges of wrongdoing or liability alleged (or which could be alleged) in the Litigation. BHR has agreed to a settlement to avoid the costs and risks associated with continuing this case.
- The Parties have agreed to settle the Litigation (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- You are included in the Settlement Class if you are a Settlement Class Member. A Settlement Class Member is an individual who was notified by or on behalf of BHR that their information may have been impacted by the Data Incident.
- Your rights are affected whether you act or don’t act. ***Please read this Notice of Settlement carefully and completely.***

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

- These rights and options—and the deadlines to exercise them—are explained in this Notice of Settlement.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement Class Member Benefits will be made available only if the Court approves the Settlement and after any possible appeals are resolved.

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Basic Information

1. Why was this Notice of Settlement issued?

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

The related lawsuits pending in the Superior Court of Thurston County, Washington, are resolved by this Settlement. The names and case numbers of the lawsuits are listed at the top of Page 1. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, Behavioral Health Resources, is called the "Defendant."

2. What is the Litigation about?

The lawsuits allege that during the November 2024 Incident, certain files that contained personal information were potentially accessed. These files may have contained personal information such as name, date of birth, Social Security number, medical information, biometric and/or genetic data, government-issued ID, taxpayer identification number (TIN), or health insurance information.

Defendant denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendant has done anything wrong.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt-out from the Settlement. In this Settlement, the Class Representatives are Carol Walker, Rebecca A.

Campos, Adam Shotswell, Smukweshun Okena, and Kim Ridgway. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: "All U.S. residents whose Personal Information was compromised in the data breach disclosed by Behavioral Health Resources on or about November 20, 2024."

6. Are there exceptions to being included?

Anyone who fits the Class definition and doesn't validly exclude themselves from the Settlement will be included.

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

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

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

The Settlement Benefits

7. What does the Settlement provide?

BHR will establish a Settlement Fund of \$1,100,000.00. The Settlement Fund will first be used to pay court-approved attorneys' fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The amount remaining in the Settlement Fund will be used to pay for the benefits described below. You may claim as many benefits as apply to you.

BENEFITS

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

- Healthcare insurance ID exposure;
- Medical Record Number (MRN) exposure; and

- Unauthorized Health Savings Account (HSA) spending.

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

Documented Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can receive reimbursement of up to **\$5,000.00**. The losses must have occurred between November 20, 2024, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- Losses because of identity theft or fraud as a result of and traceable to the Data Incident;
- Fees for credit reports, credit monitoring, or freezing and unfreezing your credit;
- Cost to replace your IDs; and/or
- Postage to contact banks by mail.

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a Valid Claim. Your proof or notes should show that your expenses were because of the Data Incident.

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

Reimbursement for Lost Time. Settlement Class Members who spent time responding to the Data Incident may claim up to five (5) hours of lost time, at \$25.00 per hour, for a maximum of **\$125.00**.

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

- Changing your passwords;
- Remediating identity theft or fraud suffered as a result of the Data Incident;
- Investigating suspicious activity in your accounts; and/or
- Researching the Data Incident.

You must briefly describe how you spent this time.

Pro Rata Cash Payment. You may also claim a one-time cash payment. This payment is expected to be **\$100.00** but may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

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

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

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

If you stay in the Settlement Class, you won't be able to be part of any other lawsuit against BHR about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement ([Section X](#)) describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](#).

Submitting a Claim Form for a Settlement Payment

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

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

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

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Kaleigh N. Boyd and Joan M. Pradhan of Tousley Brain Stephens PLLC; and William B. Federman and Tanner R. Hilton of Federman & Sherwood, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to one-third of the Settlement Fund as reasonable attorneys' fees, and no more than \$25,000.00 for costs of litigation. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

Excluding Yourself from the Settlement

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

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

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

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

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

- (1) the name of the reference case: *Walker v. Behavioral Health Resources*, Case No. 25-2-00630-34, pending in the Superior Court of Thurston County, Washington;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

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

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

Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the reference case: *Walker v. Behavioral Health Resources*, Case No. 25-2-00630-34, pending in the Superior Court of Thurston County, Washington;
- (2) your full name, mailing address, telephone number, and email address;
- (3) whether the objection applies only to you, or to other Settlement Class Members, as well;
- (4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both; and
- (7) your signature (or, if you have hired your own lawyer, your lawyer's signature).

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

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

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

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

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

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

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

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

This Notice of Settlement is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

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

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

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

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

EXHIBIT C

EXHIBIT C

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

**Behavioral Health Resources Data
Incident**

Thurston County Superior Court

**IF YOU ARE AN INDIVIDUAL WHO RECEIVED
NOTICE FROM THE NOVEMBER 2024
BEHAVIORAL HEALTH RESOURCES
DATA INCIDENT, A PROPOSED CLASS
ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS AND ENTITLE YOU TO BENEFITS
AND A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

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



First-Class
Mail
US Postage
Paid
Permit # [REDACTED]

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City» «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with Behavioral Health Resources ("BHR") in related class action lawsuits. The cases are about the November 2024 data security incident on BHR's computers (the "Data Incident"). Files containing personal information were potentially accessed. BHR denies all claims alleged against it and denied all claims of wrongdoing or liability. The Parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement is available on the Settlement Website.

Who is included in the Settlement?

The Court has defined the class as: "All U.S. residents whose Personal Information was compromised in the data breach disclosed by Behavioral Health Resources ("Defendant"), on or about November 20, 2024."

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

What are the Settlement benefits?

(1) You can claim 3 years of **Medical Data Monitoring Services**. (2) If you have documented losses related to the Data Incident, you can get back up to **\$5,000**. (3) If you spent time fixing problems caused by this Data Incident, you can get back **\$25/hour** for up to five hours (up to **\$125**). (4) You can also claim a one-time *pro rata* payment of approximately **\$100**.

Full details and instructions are available online.

How do I receive a benefit under the Settlement?

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

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

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

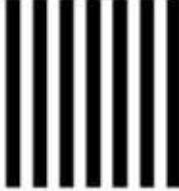
When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]**. The Court address is: **[Court Address]**. The Court will consider whether to approve the Settlement. The Court will also consider Class Counsel's request for up to one-third of the Settlement Fund as reasonable attorneys' fees; up to \$25,000.00 for costs of litigation; and \$2,500 for each of the Plaintiffs as a service award. You may attend the hearing at your own cost, but you do not have to.

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



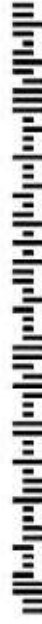
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 47 COSTA MESA, CA

POSTAGE WILL BE PAID BY ADDRESSEE

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



BHR Data Incident Settlement

Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than **Claims Deadline**.
Login ID: **«LoginID»** PIN: **«PIN»**

Only one Claim Form per Class Member.

INSTRUCTIONS: Use this card to submit your claim for 3 years of **Medical Data Monitoring Services**, and/or a claim for **Reimbursement for Lost Time**, and/or a **Pro Rata Cash Payment**.

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

☐ Check this box to enroll in 3 years of **Medical Data Monitoring Services**.

☐ Check this box to claim a **Reimbursement for Lost Time**.

I spent (select only **one**): ☐ 1 hour (\$25) ☐ 2 hours (\$50) ☐ 3 hours (\$75) ☐ 4 hours (\$100)
☐ 5 hour (\$125)

☐ Check this box to claim a one-time \$100.00 **Pro Rata Cash Payment**.

How would you like to be paid:

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

For digital payment options, please **PRINT** your email address **LEGIBLY** and doublecheck that it is correct: _____

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$1.1M Behavioral Health Resources Settlement Ends Class Action Suit Over November 2024 Data Breach](#)
