The Honorable Stanley A Bastian

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

RAE WHITMAN, individually and on behalf of all others similarly situated, Plaintiffs, v. WHITMAN COUNTY PUBLIC HOSPITAL DISTRICT #3, d/b/a WHITMAN HOSPITAL & MEDICAL CENTER, , Defendant.	NO. 2:25-cv-00246-SAB **PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff Rae Whitman, individually and on behalf of the putative class, moves pursuant to Federal Rule of Civil Procedure 23(e) for an Order: (i) granting preliminary approval of the proposed class action settlement;[1] (ii) preliminarily certifying a class for purposes of settlement; (iii) appointing Plaintiff as the Class Representative; (iv) appointing Kenneth Grunfeld of Kopelowitz Ostrow P.A., and Kaleigh N. Boyd of Tousley Brain Stephens

[1] The Class Action Settlement Agreement ("SA") is attached hereto as **Exhibit 1**. Unless otherwise noted capitalized terms have the same meaning assigned to them in the Settlement Agreement.

PLLC[2] as Settlement Class Counsel; (v) appointing Eisner Advisory Group, LLC as the Settlement Administrator; (vi) stay the Action pending Final Approval of the Settlement; (vii) approving the Notice Program and the Parties' proposed form, content, and method of giving notice of the pendency of this Action and the settlement to the Settlement Class; (viii) approving the Claims Process and the form and content of the Claim Form; (ix) directing that notice be given to the Settlement Class; (x) scheduling a Final Approval Hearing for a time mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel, at which time the Court will consider the request for Final Approval of the settlement and Application for Attorneys' Fees, Costs, and Service Award; and (xi) granting such other relief as the Court deems just and proper. Defendant Whitman County Public Hospital District No. 3 d/b/a Whitman Hospital & Medical Clinics[3] ("Whitman" or "Defendant") does not oppose this Motion.

For the reasons set forth herein, the Settlement is fair, reasonable, and adequate, and the Court should grant preliminary approval of the Settlement and direct that notice of the Settlement be issued to the Settlement Class.

This litigation arises from a data security incident that took place on Defendant's systems between December 26, 2024, and February 28, 2025 (the "Data Incident") through which an unauthorized actor unlawfully gained access to Defendant's electronic systems potentially containing a combination of Plaintiff's and Settlement Class Members' names, dates of birth, addresses, Social Security numbers, financial account information, diagnosis details, laboratory results, medications, other treatment information, health insurance information, provider names, and dates of treatment (collectively, "Private

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[2] Kenneth Grunfeld of Kopelowitz Ostrow P.A. and Kaleigh N. Boyd of Tousley Brain Stephens PLLC are hereinafter referred to as "Class Counsel" or "Settlement Class Counsel."
[3] Defendant was erroneously used as "Whiteman County Public Hospital District #3, d/b/a Whitman Hospital & Medical Center."

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Information"). (Class Action Compl. ("Compl."), ¶ 3). Plaintiffs alleged that because of the Data Incident, cybercriminals accessed and/or acquired Plaintiff's and Settlement Class Members' Private Information from Defendant's network. (*Id.* ¶ 1). Upon discovering the Data Incident, Defendant posted notice of the Data Incident on Defendant's Facebook. (*Id.* ¶ 5). On April 11, 2025, Defendant began notifying the impacted individuals that their Private Information may have been impacted by the Data Incident. (Settlement Agreement, ¶ 3).

After receiving notice of the Data Incident, Plaintiff filed her class action lawsuit in State Court against Defendant based on its alleged failure to protect her Private Information from disclosure. (*See generally*, Compl.). The Complaint alleges claims for: (1) negligence, (2) breach of implied contract, (3) unjust enrichment, (4) violation of the Washington Data Breach Statute, Wash. Rev. Code § 19.255.010(1), *et seq.*, and (5) violation of the Washington Uniform Health Care Information Act, Wash. Rev. Code §§ 70.02.020 and 70.02.170, *et seq.* (*See generally*, Compl.). On July 11, 2025, Defendant removed the State Court Action to this Court.

Furthermore, the Parties engaged in extensive, informal discovery. (Declaration of Kaleigh N. Boyd ("Boyd Decl.") ¶ 5). Defendant responded to informal discovery requests—providing information related to the nature and cause of the Data Incident, the number of individuals impacted by the Data Incident, and the specific type of information potentially accessed. (*Id.*). Plaintiff also consulted with liability and damage experts. (*Id.*). The Parties agreed to explore settlement. (*Id.*). Through these well-informed negotiations spanning over the course of many weeks, the Parties were able to reach a settlement, which is memorialized in the Settlement Agreement and attached exhibits (collectively, the "Settlement" or "Settlement Agreement") (attached hereto as **Exhibit 1**). (*Id.*).

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Proposed Settlement Class.

Pursuant to the terms of the Settlement Agreement, the Settlement Class is defined as follows:

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

(Settlement Agreement, ¶ 61).

The Settlement Benefits.

a. Non-Reversionary Common Fund.

The Settlement provides a very favorable result for the Settlement Class. Through the Settlement, Defendant will establish a **$500,000.00** non-reversionary common fund for the Settlement Class. (*Id.* ¶ 63). The Settlement Fund will be used to pay for: (i) all valid Claims for Cash Payments and Credit Monitoring; (ii) all Settlement Administration Costs; (iii) any Court-awarded Attorneys' Fees, Costs, and Service Award to Class Representative; and (iv) CAFA Notice. (*Id.* ¶ 68).

b. Monetary Reimbursement.

Documented Losses. All Settlement Class Members may submit a claim for up to $5,000.00 for documented losses that are fairly traceable to the Data Incident, to be paid out of the Settlement Fund ("Cash Payment A – Documented Losses"). (*Id.* ¶ 71(b)).

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Alternate Cash. In lieu of electing "Cash Payment A – Documented Losses" all Settlement Class Members are eligible to make a claim for an alternate cash payment ("Cash Payment B – Alternate Cash") in the estimated amount of $60.00. (*Id.* ¶ 71(c)). Cash Payment B will be a *pro rata* amount of the Net Settlement Fund. (*Id.*).

Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. (*Id.* ¶ 72). Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. (*Id.*). For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Credit Monitoring, (2) Cash Payment A – Documented Losses, and (3) Cash Payment B – Alternate Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis and is designed to exhaust the Settlement Fund. (*Id.*).

c. <u>Credit Monitoring.</u>

In addition to the monetary payments described above, all Settlement Class Members may submit a claim for two (2) years of one-bureau credit monitoring. (*Id.* ¶ 71(a)).

Class Notice and Settlement Administration.

Notice of the Settlement will be disseminated to the Settlement Class, as further described in Section V, *infra*, by virtue of a comprehensive notice program designed to notify Settlement Class Members of the Settlement's benefits and their rights.

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Attorneys' Fees and Costs.

Pursuant to the terms of the Settlement Agreement, Plaintiff and Class Counsel will file a motion with the Court seeking an award of attorneys' fees not to exceed one-third (33.33%) of the Settlement Fund ($166,666.66), plus reimbursement of reasonable costs. (Settlement Agreement, ¶ 106). Class Counsel will also seek a Service Award not to exceed $3,000.00 for Plaintiff. (*Id.* ¶ 105). Class Counsel respectfully submit that these requests are within the range of reasonableness for settlements of this nature, size, and complexity and will be further supported in their forthcoming motion for attorneys' fees, costs, and expenses. (Boyd Decl., ¶ 9). The discussion of attorneys' fees, costs, and service awards did not take place until after the Parties agreed to all material settlement terms. (*Id.*).

Plaintiff brings this Motion pursuant to Federal Rule Civil Procedure 23(e), under which court approval is required to finalize a class action settlement. Courts, including those in this Circuit, endorse a three-step process for approval of class action settlements: (i) preliminary approval of the proposed settlement; followed by (ii) dissemination of court-approved notice to the class; and (iii) a final fairness hearing, at which time class members may be heard regarding the settlement and evidence may be heard regarding the fairness, adequacy, and reasonableness of the settlement. *Manual for Complex Litigation (Fourth)* (2004) § 21.63. Plaintiff requests the Court take the first step and grant preliminary approval of the proposed Settlement Agreement.

The Settlement Satisfies Rule 23(a).

Before assessing the Parties' Settlement, the Court should first confirm the underlying Settlement Class meets the certification requirements of Rule 23(a). *See Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *Manual*

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for Complex Litigation (Fourth), § 21.632. The requirements are commonly known as: numerosity, commonality, typicality, and adequacy—each of which is met here. Fed. R. Civ. P. 23(a); *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 979–80 (9th Cir. 2011).

a. <u>The Proposed Settlement Class is Sufficiently Numerous.</u>

While there is no fixed point where the numerosity requirement is met, Courts find numerosity where there are so many class members as to make joinder impracticable. *See* Fed. R. Civ. P. 23(a)(1). Generally, Courts will find numerosity is satisfied where a class includes at least 40 members. *See Holly v. Alta Newport Hospital*, No. 2:19-cv-07496, 2020 WL 1853308, at *7 (C. D. Cal. 2020); *see also Landin v. Hi-Sch. Pharmacy Servs., LLC*, No. 3:24-CV-05115-TMC, 2025 WL 774754, at *2 (W.D. Wash. Mar. 11, 2025) (finding numerosity was satisfied in case of 17,662 class members). The proposed settlement encompasses approximately 64,401 individuals. (Settlement Agreement, ¶ 2). Joinder of these individuals is impracticable, therefore, the numerosity prong is satisfied.

b. <u>The Settlement Class Satisfies Commonality.</u>

The Settlement Class also satisfies the commonality requirement, which requires that class members' claims "depend upon a common contention." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). Here, as in most data breach cases, "[t]hese common issues all center on [Defendant's] conduct, satisfying the commonality requirement." *In re the Home Depot, Inc., Customer Data Sec. Breach Litig.*, No. 1:14-MD-02583-TWT, 2016 WL 6902351, at *2 (N.D. Ga. Aug. 23, 2016). Indeed, common questions include, *inter alia*, whether Settlement Class Members' Private Information was compromised in the Incident; whether Defendant owed a duty to Plaintiffs and Settlement Class

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Members to protect their Private Information; whether Defendant breached its duties; and whether Defendant violated the common law and statutory violations alleged. Thus, the commonality requirement is also met. *Landin*, 2025 WL 774754, at *3 (finding commonality was met in similar data privacy case).

c. Plaintiff's Claims are Typical to those of the Settlement Class.

Plaintiff satisfies the typicality requirement of Rule 23 because their claims, which are based on Defendant's alleged failure to protect the Private Information of Plaintiff and the Settlement Class Members, are "reasonably coextensive with those of the absent class members." *See* Fed. R. Civ. P. 23(a)(3); *Meyer v Portfolio Recovery Associates*, 707 F.3d 943, 1041–42 (9th Cir. 2012) (upholding typicality finding). Plaintiffs allege their Private Information was compromised, and that they were therefore impacted by the same alleged inadequate data security that harmed the rest of the Class. *See Just Film, Inc. v. Buono*, 847 F.3d 1108, 1118 (9th Cir. 2017) ("[I]t is sufficient for typicality if the plaintiff endured a course of conduct directed against the class."). Thus, typicality is met here.

d. Plaintiff Will Adequately Protect the Interests of the Settlement Class.

The adequacy requirement of Rule 23 is satisfied where (1) there are no antagonistic or conflicting interests between the named plaintiff and their counsel and the absent class members; and (2) the named plaintiff and their counsel will vigorously prosecute the action on behalf of the class. Fed. R. Civ. P. 23(a)(4); *see also Ellis*, 657 F.3d at 985 (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998)).

Here, Plaintiff is a member of the Settlement Class who allegedly experienced the same injuries and seeks, like other Settlement Class Members, compensation for Defendant's alleged data security shortcomings. Plaintiff has

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no conflicts of interest with other Settlement Class Members, are subject to no unique defenses, and they and their counsel have and continue to vigorously prosecute this case on behalf of the Settlement Class. (*See* Boyd Decl., ¶ 10).

Further, counsel for Plaintiff has years of combined experience as vigorous class action litigators and are well suited to advocate on behalf of the Settlement Class. (*Id.* ¶ 11). Thus, Plaintiff satisfies the adequacy requirement.

The Requirements of Rule 23(b)(3) are Met for Purposes of Settlement.

Plaintiff alleges that the Settlement Class is maintainable for purposes of settlement under Rule 23(b)(3), because common questions predominate over questions affecting only individual members and class resolution is superior to other available methods for a fair and efficient resolution. *Id*.

The predominance requirement "tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Amchem*, 521 U.S. at 623. As discussed above, common questions predominate over any questions affecting only individual members. Plaintiff's claims depend on whether Defendant used reasonable data security to protect Plaintiff's and the Settlement Class's Private Information. That question can be resolved, for purposes of settlement, using the same evidence for all Settlement Class Members, and thus is precisely the type of predominant question that makes a class-wide settlement worthwhile. *See Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) ("When 'one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3)'") (citation omitted).

Further, class-wide resolution is the only practical method of addressing the alleged violations at issue in this case. There are thousands of Settlement Class Members with modest individual claims, most of whom likely lack the resources necessary to seek individual legal redress. *See Wolin v. Jaguar Land*

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Rover N. Am., LLC, 617 F.3d 1168, 1175 (9th Cir. 2010) ("Where recovery on an individual basis would be dwarfed by the cost of litigating on an individual basis, this factor weighs in favor of class certification."); *see also Local Joint Exec. Bd. Of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.*, 244 F.3d 1152, 1163 (9th Cir. 2001) (cases involving "multiple claims for relatively small individual sums" are particularly well suited to class treatment). Because the claims are being certified for purposes of settlement, there are no issues with manageability, and resolution of thousands of claims in one action is far superior to individual lawsuits and promotes consistency and efficiency of adjudication. *See Malta v. Fed. Home Loan Mortg. Corp.*, No. 10-CV-1290 BEN NLS, 2013 WL 444619, at *3 (S.D. Cal. Feb. 5, 2013) (predominance met where "considerations of judicial economy favor litigating a predominant common issue once in a class action instead of many times in separate lawsuits" and the "small individual claims of class members" made it "unlikely that individual actions will be filed").

Accordingly, certification of the Settlement Class for purposes of settlement is appropriate.

The Settlement Should be Preliminarily Approved Pursuant to Rule 23(e).

Federal courts strongly favor and encourage settlements, particularly in class actions and other complex matters where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992) (noting the "strong judicial policy that favors settlements, particularly where complex class action litigation is concerned"); *4 Newberg on Class Actions* § 11.41 (4th ed. 2002) (citing cases). The Manual for Complex Litigation (Fourth) advises that in cases presented for both preliminary approval and class certification, the "judge should make a preliminary

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determination that the proposed class satisfies the criteria." *Id.* § 21.632.

"[U]nder Rule 23(e)(1), the issue at preliminary approval turns on whether the Court 'will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.'" *Reyes v. Experian Info. Sols., Inc.*, No. SACV1600563AGAFMX, 2020 WL 466638, at *1 (C.D. Cal. Jan. 27, 2020). If the parties make a sufficient showing that the Court will likely be able to "approve the proposal" and "certify the class for purposes of judgment on the proposal," "[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e).

As a general matter, preliminary approval is appropriate if the settlement falls within the range of possible approval. *Hunichen v. Antonomi LLC*, No. C19-0615-RAJ-SKV, 2021 WL 5854964 at *4 (W.D. Wash. Nov. 12, 2021). "[T]he purpose of the preliminary approval process is to determine whether there is any reason not to notify the class members of the proposed settlement and to proceed with a fairness hearing." *Lucas v. Kmart Corp*., 234 F.R.D. 688, 693 (D. Colo. 2006). The Ninth Circuit has identified nine (9) factors to consider in analyzing the fairness, reasonableness, and adequacy of a class action settlement: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the views of counsel; (7) the presence of a governmental participant; (8) the reaction of the class members to the proposed settlement; and (9) whether the settlement is a product of collusion among the parties. *In re Bluetooth Headset Prods. Liab. Litig*., 654 F.3d 935, 946 (9th Cir. 2011); *see also Hanlon*, 150 F.3d at 1026.

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Rule 23(e) requires a court to consider additional factors, including that the class representative and class counsel have adequately represented the class, and that the settlement treats class members equitably. Fed. R. Civ. P. 23(e). In applying these factors, this Court should be guided foremost by the principle that settlements of class actions are highly favored by federal courts. *Franklin v. Kaypro Corp.*, 884 F.2d 1222, 1229 (9th Cir. 1989).

Here, the relevant factors support the conclusion that the Settlement is fundamentally fair, reasonable, and adequate, and should be preliminarily approved.

a. <u>The Strength of Plaintiff's Case.</u>

Plaintiff believes her claims are viable and that she has a reasonably good chance of proving that Defendant's data security was inadequate and that, if she establishes that central fact, Defendant is likely to be found liable under at least some of the liability theories and statutory and common law claims Plaintiff pled in their Consolidated Complaint. However, while Plaintiffs believe they have strong claims and would be able to prevail, they also recognizes that success is not guaranteed. It is "plainly reasonable for the parties at this stage to agree that the actual recovery realized and risks avoided here outweigh the opportunity to pursue potentially more favorable results through full adjudication." *Dennis v. Kellogg Co.*, No. 09-cv-1786, 2013 WL 6055326, at *3 (S.D. Cal. Nov. 14, 2013). Here, as with most class actions, there was risk to both sides in continuing towards trial. This is especially so where significant questions of law and fact exist, which is common in data breach litigation. Here, "[t]he settlement avoids uncertainty for all parties involved." *Chester v. TJX Cos.*, No. 5:15-cv-01437-ODW(DTB), 2017 WL 6205788, at *6 (C.D. Cal. Dec. 5, 2017). Given the heavy obstacles and inherent risks Plaintiff faced with respect to the novel

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claims brought in data breach class actions, including class certification, novel damages theories, summary judgment, and trial, the substantial benefits the Settlement provides favor preliminary approval.

b. The Risk, Expense, Complexity, and Likely Duration of Further Litigation.

While Plaintiff believes in the merits of the case, all cases are subject to substantial risk. This case involves a proposed class of over 64,401 individuals; a complicated and technical factual background; and a motivated Defendant.

The Court should view the value achieved through the Settlement favorably because the benefit to the Settlement Class is guaranteed, whereas the chances of prevailing on the merits are uncertain—especially where serious questions of law and fact exist, which is common in data breach litigation. Indeed, data breach litigation is evolving; there is no guarantee of a successful result. *See, e.g.*, *In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) ("Data breach litigation is complex and risky. This unsettled area of law often presents novel questions for courts. And of course, juries are always unpredictable."); *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) ("Data breach cases ... are particularly risky, expensive, and complex."); *Fulton-Green v. Accolade, Inc.*, No. 18-274, 2019 WL 4677954, at *8 (E.D. Pa. Sept. 24, 2019) (noting data breaches are a "risky field of litigation" because they "are uncertain and class certification is rare"); *Fox v. Iowa Health Sys.*, No. 3:18-CV-00327-JDP, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021) ("Data breach litigation is evolving; there is no guarantee of the ultimate result."); *Corra v. ACTS Ret. Servs., Inc.*, No. CV 22-2917, 2024 WL 22075, at *12 (E.D. Pa. Jan. 2, 2024) ("[T[he Court recognizes that data breach cases such as this one are complex and risky, and recovery at

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trial is decidedly uncertain—$350,000 in cash is significantly better than nothing."); *In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, No. 3:08-1998, 2010 WL 3341200, at *6 (W.D. Ky. Aug. 23, 2010) (approving data breach settlement, in part, because "proceeding through the litigation process in this case is unlikely to produce the plaintiff's desired results").

To the extent the law has gradually accepted this relatively new type of litigation over time, the path to a class-wide monetary judgment remains unforged, particularly in the area of damages. For now, data breach cases are among the riskiest and most uncertain of all class action litigation, making settlement the more prudent course when a reasonable one can be reached. The damages methodologies, while theoretically sound in Plaintiff's view, remain largely untested in a disputed class certification setting and unproven in front of a jury. And as in any data breach case, establishing causation on a class-wide basis is rife with uncertainty. Each risk, by itself, could impede the successful prosecution of these claims at trial and in an eventual appeal, which would result in no recovery for the class. "Regardless of the risk, litigation is always expensive, and both sides would bear those costs if the litigation continued." *Paz v. AG Adriano Goldschmeid, Inc.*, No. 14CV1372DMS(DHB), 2016 WL 4427439, at *5 (S.D. Cal. Feb. 29, 2016). Thus, this factor weighs heavily in favor of preliminary approval.

c. <u>The Risk of Maintaining Class Action Status Through Trial.</u>

Plaintiff acknowledges that if she were to proceed to litigate the claims through trial, her and the Settlement Class would encounter risks in obtaining and maintaining certification of the Settlement Class. The Settlement Class has not been certified, and Defendant will certainly oppose certification if the case proceeds. Thus, Plaintiff "necessarily risk losing class action status." *Grimm v.*

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American Eagle Airlines, Inc., No. LA CV 11-00406 JAK, 2014 WL 1274376, at *10 (C.D. Cal. Sept. 24, 2014). While Plaintiff is confident that this case is well suited for class certification, numerous obstacles to certification remain. Achieving class certification in contested consumer data breach cases is ***not*** common. *See In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-MN-02972-JFA, 2024 WL 2155221 (D.S.C. May 14, 2024) (denying motion for class certification in large data breach class action); *Theus v. Brinker International, Inc.*, No. 3:18-cv-686 (M.D. Fla. June 27, 2025) (denying class certification after an appeal to the Eleventh Circuit); *see also Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG (RAOX), 2022 WL 18278431, at *4 (C.D. Cal. Nov. 21, 2022) (explaining that data breach class actions are a relatively new type of litigation and that damages methodologies in data breach cases are largely untested and have yet to be presented to a jury). These decisions magnify the risks posed by continued litigation and this factor favors preliminary approval as well.

d. The Amount Offered in Settlement.

In light of the substantial risks and uncertainties presented by data breach litigation generally and this litigation specifically, the value of the Settlement strongly favors approval. The Settlement makes significant relief available to Settlement Class Members in the form of Cash Payment A - Documented Losses or Cash Payment B - Alternate Cash, and Credit Monitoring services. (Settlement Agreement, ¶¶ 71, 72). This is a strong result for the Settlement Class—approximately $60.00 per person—and is on par with or exceeds that of other data breach settlements across the nation. *See, e.g.*, *Guy v. Convergent Outsourcing, Inc.*, No. C22-1558 MJP, 2024 WL 689526 (W.D. Wash. Feb. 20, 2024) (per person value of approximately $3.82); *Darlene Johnson, et al. v.*

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LifeBridge Health, Inc., No. 24-C-18-006801 (Md. Cir. Ct., Baltimore City Oct. 26, 2022) (data breach settlement amounting to approximately $1.60 per class member); *In re Lincare Holdings Inc. Data Breach Litig.*, No. 8:22-CV-01472-AAS, 2024 WL 3104286 (M.D. Fla. June 24, 2024) (approximately $3.06 per class member); *Desue v. 20/20 Eye Care Network*, Inc., No. 21-CIV-61275-RAR, 2023 WL 4420348 (S.D. Fla. July 8, 2023) (approximately $0.75 per class member). These comparisons are not intended to disparage the settlements achieved in those cases, but to underscore the excellent resolution for the Settlement Class reached here.

Because the Settlement here is similar to, or exceeds, other settlements reached and approved in similar cases, this factor reflects that the settlement is fair. *See Calderon v. Wolf Firm*, No. SACV 16-1622-JLS, 2018 WL 6843723, at *7–8 (C.D. Cal. Mar. 13, 2018) (comparing class settlement with other settlements in similar cases). In light of the difficulties and expenses Settlement Class Members would face pursuing individual claims, as well as the risk that some Settlement Class Members may be unaware of their claims, this settlement is appropriate. *See id*. Accordingly, this factor favors approval.

e. <u>The Extent of Discovery Completed and the Stage of Proceedings.</u>

Before entering into settlement discussions on behalf of class members, counsel should have "sufficient information to make an informed decision." *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1239 (9th Cir. 1998). Here, Class Counsel vigorously and aggressively gathered information regarding the Data Incident—including publicly-available documents concerning announcements of the Data Incident as well as through informal discovery. (Boyd Decl., ¶ 5). Plaintiff also consulted with liability and damages experts. (*Id.*). The Parties exchanged non-public information concerning the Incident, its

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scope, and remedial measures being undertaken by Defendant. (*Id.*). After extensive informal discovery, the litigation proceeded to the point where "the parties ha[d] sufficient information to make an informed decision about settlement," including a realistic assessment of the strengths and weakness of their respective cases. *See Linney*, 151 F.3d at 1239. Therefore, this factor supports preliminary approval.

f. The Experience and Views of Counsel.

Class Counsel have substantial experience litigating complex class cases of various types, including data breach cases such as this. (*See* Boyd Decl., ¶ 11, Exs. A–B). Their experience in similar types of privacy and data protection cases provided substantive knowledge on the subject to enable them to represent Plaintiff's and Settlement Class Members' interests. (*Id.*). Having worked on behalf of the putative Class since the Incident was first announced, evaluated the legal and factual disputes, and dedicated significant time and monetary resources to this litigation, Proposed Class Counsel fully endorse the Settlement achieved. (*Id.*). A great deal of weight is to be accorded to the recommendation of experienced counsel, who are most closely acquainted with the facts of the underlying litigation. *See, e.g., Norton v. Maximus, Inc.*, No. CV 1:14-0030 WBS, 2017 WL 1424636, at *6 (D. Idaho Apr. 17, 2017); *Nat'l Rural Telecomm. Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004). Thus, this factor supports approval.

g. Governmental Participants.

There is no governmental participant in this matter. Therefore, this factor is neutral.

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h. <u>The Reaction of the Settlement Class Members to the Proposed Settlement.</u>

Because notice has not yet been given to the Settlement Class, this factor cannot be evaluated at this time.

i. <u>Lack of Collusion Among the Parties.</u>

Only after engaging informal discovery, consulting with experts, and settlement negotiations spanning over the course of months, were the Parties able to negotiate a substantial, multifaceted Settlement, as described above. (Boyd Decl., ¶ 5). These negotiations were the product of serious arms'-lengths negotiations that were free from collusion. (*Id.*). Thus, this factor supports preliminary approval.

j. <u>The Settlement Treats Settlement Class Members Equitably.</u>

Finally, Rule 23(e)(2)(D) requires that this Court confirm that the Settlement treats all Settlement Class Members as equitably as possible under the circumstances. In considering whether this factor weighs in favor of approval, the Court must determine whether the Settlement "improperly grant[s] preferential treatment to class representatives or segments of the class." *Hudson v. Libre Technology Inc.*, No. 3:18-cv-1371-GPC-KSC, 2020 WL 2467060, *9 (S.D. Cal. May 13, 2020) (citations omitted).

Here, the Settlement treats all Settlement Class Members equitably. Each Settlement Class Member has the opportunity to make the same claims for benefits under the Settlement. While Proposed Class Counsel will seek approval of a Service Award from this Court, as will be further explained in Plaintiff's forthcoming motion for attorneys' fees and service award, the contemplated award is in line with those granted in similar cases, is presumptively reasonable, and does not call into question Plaintiff's adequacy or the validity of the Settlement. As such, this factor also weighs in favor of approval.

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Rule 23 requires that before final approval, the "court must direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1)(B). For classes certified under Rule 23(b)(3), "the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). "The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means." *Id*.

Such notice must be the "best notice practicable," (Fed. R. Civ. P. 23(c)(2)(B)), which means "individual notice to all members who can be identified through reasonable effort." *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). To satisfy due process, notice to class members must be the best practicable, and reasonably calculated under all the circumstances to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Class settlement notices must present information about a proposed settlement simply, neutrally, and understandably. *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 567 (9th Cir. 2019). Notice is adequate if it generally describes the terms of the class action settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard. *Id.*

Here, and following a competitive bidding process, the Parties agreed to a robust notice program to be administered by a well-respected third-party class administrator—Eisner Advisory Group, LLC ("EAG")—which will use all reasonable efforts to provide direct and individual notice to each potential Settlement Class Member via direct U.S. mail. (Settlement Agreement, ¶¶ 75-

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77). Settlement Class Members will have until fifteen (15) days before the initial scheduled Final Approval Hearing to submit a claim. (*Id.* ¶¶ 19, 90).

The Notices and Claim Form negotiated by the Parties are clear and concise and inform Settlement Class Members of Proposed Class Counsel's request for attorneys' fees, their rights and options under the Settlement, and instructions on how to make a claim, object to the Settlement, or opt-out of the Settlement. (*Id.* at Exs. A–B). The Settlement Administrator will also establish a dedicated Settlement Website and will maintain and update the website throughout the Claims Period, with the Long Notice and Claim Forms approved by the Court, as well as the Settlement Agreement. (*Id.* ¶ 65).

The notice program is reasonably calculated under all the circumstances to apprise Settlement Class Members of the pendency of the action and afford them an opportunity to present their objections. Settlement Class Members may object to the Settlement or exclude themselves from the Settlement until thirty (30) days before the initial scheduled Final Approval Hearing (*Id.* ¶ 45).

Because the notice plan ensures that Settlement Class Members' due process rights are amply protected, this Court should approve it. *See Hartranft v. TVI, Inc.*, No. 15-01081-CJC-DFM, 2019 WL 1746137, at *3 (C.D. Cal. Apr. 18, 2019) ("The Court finds that the Class Notice and the manner of its dissemination…constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class."); *see also Spencer v. #1 A LifeSafer of Ariz., LLC*, No. CV-18-02225-PHX-BSB, 2019 WL 1034451, at *3 (D. Ariz. Mar. 4, 2019) (preliminarily approving class action settlement and finding "that the proposed notice program is clearly

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designed to advise the Class Members of their rights.”).

Appointment of the Settlement Administrator.

In connection with implementation of the Notice Program and administration of the settlement benefits, the Parties request that the Court appoint EAG to serve as the Settlement Administrator. EAG has a trusted and proven track record of supporting thousands of class action administrations. (Boyd Decl., ¶ 8).

Appointment of Class Counsel.

Under Rule 23, “a court that certifies a class must appoint class counsel [who must] fairly and adequately represent the interests of the class.” Fed. R. Civ. P. 23(g)(1)(B). In making this determination, courts generally consider the following attributes: the proposed class counsel’s (1) work in identifying or investigating potential claims, (2) experience in handling class actions or other complex litigation, and the types of claims asserted in the case, (3) knowledge of the applicable law, and (4) resources committed to representing the class. Fed. R. Civ. P. 23(g)(1)(A)(i–iv).

Here, proposed Class Counsel have extensive experience prosecuting class actions and other complex cases, and specifically data breach cases. (*See* Boyd Decl., ¶ 11, Exs. A–B). Accordingly, the Court should appoint Kenneth Grunfeld of Kopelowitz Ostrow P.A. and Kaleigh N. Boyd of Tousley Brain Stephens PLLC as Class Counsel.

For the reasons set forth above, Plaintiff respectfully requests this Court grant Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement and enter the Proposed Order.

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DATED this 12th day of January, 2026.

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EXHIBIT 1

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
SPOKANE DIVISION

RAE WHITMAN, individually and on behalf of all others similarly situated, Plaintiff, v. WHITMAN COUNTY PUBLIC HOSPITAL DISTRICT #3, d/b/a WHITMAN HOSPITAL & MEDICAL CENTER, Defendant.	Case No.: 2:25-cv-00246-SAB

SETTLEMENT AGREEMENT

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

I. Procedural History

1. Defendant Whitman County Public Hospital District No. 3 d/b/a Whitman Hospital & Medical Clinics[2] provides a full range of medical services, including inpatient and outpatient services, general orthopedic surgery, obstetrics, and various therapies. Defendant collects, maintains, and stores personal and sensitive information in its provision of medical services.

2. On or about February 28, 2025, Defendant became aware of a cybersecurity incident that took place between December 26, 2024, and February 28, 2025, wherein a third party

[1] All capitalized terms herein shall have the same meanings as those defined in Section II herein.
[2] Defendant was erroneously sued as "Whitman County Public Hospital District #3, d/b/a Whitman Hospital & Medical Center."

unlawfully accessed Defendant's computer systems and network and gained potential access to Private Information belonging to 64,401 individuals.

3. On April 11, 2025, Defendant began notifying the impacted individuals that their Private Information may have been impacted by the Data Incident.

4. As a result, on May 28, 2025, Plaintiff filed her Class Action Complaint in the Superior Court of Washington for Whitman County, Case No. 25-2-00161-38, against Defendant (the "State Court Action") alleging claims for: (1) negligence, (2) breach of implied contract, (3) unjust enrichment, (4) violation of the Washington Data Breach Statute, Wash. Rev. Code § 19.255.010(1), *et seq.*, and (5) violation of the Washington Uniform Health Care Information Act, Wash. Rev. Code §§ 70.02.020, *et seq.* and 70.02.170, *et seq.*

5. On July 11, 2025, Defendant removed the State Court Action to this Court.

6. In an effort to conserve resources for the benefit of the those impacted in the Data Incident, the Parties initiated early resolution discussions and on July 29, 2025, Plaintiff served Defendant with Informal Discovery Requests pursuant to Federal Rule of Civil Procedure 408 and Washington ER 408.

7. Plaintiff consulted with liability and damage experts and Defendant provided Plaintiff with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

8. After arms-length negotiations between experienced counsel that took place over the course of approximately three months, the Parties reach agreement on the materials terms of this class-wide Settlement.

9. The Parties now agree to settle the Action entirely, without any admission or

acknowledgement of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff has entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

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

II. Definitions

10. "**Action**" means the class action lawsuit entitled: *Rae Whitman v. Whitman County Public Hospital District #3, d/b/a Whitman Hospital & Medical Center*, Case No. 2:25-cv-00246-SAB, pending in the United States District Court for the Eastern District of Washington.

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

Agreement.

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

13. "**CAFA Notice**" means the Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval. Costs for preparation and issuance of the CAFA Notice will be paid from the Settlement Fund.

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

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

16. "**Cash Payment B – Alternate Cash**" means the Settlement Class Member Benefit in the estimated amount of $60.00 that Settlement Class Members may elect pursuant to Section V herein.

17. "**Claim**" means the submission of a Claim Form by a Claimant to elect a Cash Payment and Credit Monitoring under the terms of this Settlement Agreement.

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

requirements of the Settlement Administrator.

19. "**Claim Form Deadline**" shall be fifteen (15) days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment and Credit Monitoring.

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

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

22. "**Class Counsel**" means Kenneth Grunfeld of Kopelowitz Ostrow P.A. and Kaleigh N. Boyd of Tousley Brain Stephens PLLC.

23. "**Class List**" means the list of the names and current or last known mailing address information, to the extent reasonably available, for the approximately 64,401 that Defendant shall prepare and provide to the Settlement Administrator within ten (10) days of Preliminary Approval.

24. "**Class Representative**" means the Plaintiff who is approved by the Court to serve as Class Representative.

25. "**Complaint**" means the Complaint filed by Plaintiff on May 28, 2025.

26. "**Court**" means the United States District Court for the Eastern District of Washington and the Judge(s) assigned to the Action.

27. "**Credit Monitoring**" means the two years of one-bureau of credit monitoring product provided through the Settlement that Settlement Class Members may elect as part of the Settlement Benefits pursuant to Section V herein.

28. "**Data Incident**" means the cybersecurity attack perpetrated on Defendant between

December 26, 2024 and February 28, 2025, which Defendant detected on or around February 28, 2025, and which may have resulted in the unauthorized access to the Private Information of approximately 64,401 individuals.

29. "**Defendant**" means Whitman County Public Hospital District No. 3 d/b/a Whitman Hospital & Medical Clinics.

30. "**Defendant's Counsel**" means Casie D. Collignon and Logan F. Peppin of Baker & Hostetler LLP.

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

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

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

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

reasonableness of the Settlement. The hearing may be held remotely, and if so, instructions will be posted on the Settlement Website.

35. "**Final Approval Order**" means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 5***.

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

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

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

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

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

41. **"Notice Date"** means the first day by which Notice is issued to the Settlement Class Members and will occur no later than thirty (30) days after the Court's entry of the Preliminary Approval Order and shall be completed no later than forty-five (45) days before the initial scheduled Final Approval Hearing.

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

Website and toll-free Settlement telephone line.

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

44. "**Objection Deadline**" means thirty (30) days before the initial scheduled Final Approval Hearing.

45. "**Opt-Out Deadline**" means thirty (30) days before the initial scheduled Final Approval Hearing.

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

47. "**Plaintiff**" means Rae Whitman*,* the plaintiff in the Complaint.

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

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

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

51. "**Private Information**" means some combination of Settlement Class Members' names, dates of birth, addresses, Social Security numbers, financial account information, diagnosis details, laboratory results, medications, other treatment information, health insurance information, provider names, and/or dates of treatment.

52. "**Related Entities**" means Defendant and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of its and their respective

predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any person related to any such entity who is, was, or could have been named as a defendant in this Action, other than any person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

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

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

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

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

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

57. "**Service Award**" means the payment the Court may award the Plaintiff for serving as Class Representative, which is in addition to any Settlement Benefit due to Plaintiff as a Settlement Class Member.

58. "**Settlement Administrator**" means Eisner Advisory Group, LLC.

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

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

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

62. "**Settlement Class Member**" means any member of the Settlement Class who has not timely opted-out of the Settlement.

63. "**Settlement Fund**" means a non-reversionary common fund to be funded by Defendant in the amount of $500,000.00, which shall be deposited into the Escrow Account pursuant to Section III herein. The Settlement Fund will be used to pay: (a) all Valid Claims for Cash Payments and Credit Monitoring; (b) all Settlement Administration Costs; (c) any Court-awarded Attorneys' Fees, Costs, and Service Award to Class Representative; and (d) CAFA Notice. Under no circumstances will Defendant have any further monetary payment obligations under this Agreement.

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

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

66. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim

Form Deadline, or, if submitted online, submitted by 11:59 p.m. Pacific time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator.

III. Settlement Fund

67. Within thirty (30) days of an order granting Preliminary Approval of the Settlement, Defendant shall fund or cause to fund $250,000.00 in cash to the Escrow Account partially establishing the Settlement Fund. The Settlement Administrator shall provide payment instructions, a properly completed and duly executed IRS Form W-9 to Defendant within seven (7) days of the entry of the Preliminary Approval Order. Within thirty (30) days following Final Approval, the Defendant shall fund or cause to be funded the remaining $250,000.00 to the Escrow Account to complete the funding of the Settlement Fund. Defendant shall not be responsible for any other payments under the Settlement. In the event there is no Final Approval, or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to the Defendant.

68. The Settlement Fund will be used to pay: (a) all Valid Claims for Cash Payments and Credit Monitoring; (b) all Settlement Administration Costs; (c) any Court-awarded Attorneys' Fees, Costs, and Service Award to Class Representative; and (d) CAFA Notice.

69. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-l at all times since creation of the Escrow Account. All interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) levied on the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiff, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the

Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiff, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiff, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

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

V. Settlement Consideration

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

a. Credit Monitoring

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

b. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to $5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form and attest under penalty of perjury to having incurred documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be converted to Cash Payment B – Alternate Cash.

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

(a) monetary losses as a result of actual identity theft if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was fairly traceable to the Data

Incident; and (iii) the loss occurred between December 26, 2024 and the date the Claim was submitted;

(b) postage;

(c) copying, scanning, faxing;

(d) mileage and other travel-related charges;

(e) parking;

(f) notary charges;

(g) research charges;

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

(i) long distance phone charges;

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

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

(1) bank fees; and

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

c. Cash Payment B – Alternate Cash

In lieu of electing Cash Payment A – Documented Losses, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which is a cash payment that does not require the submission of any supporting documentation. Cash Payment B will be a *pro rata* amount of the Net Settlement Fund. The current estimated amount is approximately $60.00, which could be lower or higher based on the number of Valid Claims.

72. ***Pro Rata* Adjustments on Cash Payments** – Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount

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

VI. <u>Settlement Approval</u>

73. Within ten (10) days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

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

VII. <u>Settlement Administrator</u>

75. The Parties agree that, subject to Court approval, Eisner Advisory Group LLC shall be the Settlement Administrator. Class Counsel and Defendant's Counsel shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

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

77. The Settlement Administrator's duties include:

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

b. Within ten (10) days following the filing of the Motion for Preliminary Approval and pursuant thereto, the Settlement Administrator, on behalf of Defendant, shall cause a CAFA Notice to be served upon the appropriate State and Federal officials. Defendant will cooperate with the Settlement Administrator in preparing and finalizing the CAFA Notice. All expenses incurred in connection with the preparation and service of the CAFA Notice by the Settlement Administrator shall be payable from the Settlement Fund.

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

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

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

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

g. Responding to any mailed Settlement Class Member inquiries;

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

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

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

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

l. Ensuring the dissemination of emails to Settlement Class Members instructing how to activate the Credit Monitoring product.

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

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

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

VIII. <u>Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures</u>

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

79. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court. Notice shall be made to all Settlement Class Members via US Postal Mail. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service ("USPS") National Change of Address database to update any change of address on file with the USPS. In the event that a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Postcard Notice to the forwarding address within ten (10) days of receiving the returned Postcard Notice. In the event that subsequent to the first mailing of a Postcard Notice, and at least fourteen (14) days prior to the Objection Deadline and Opt-Out

Deadline, a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender" and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Postcard Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

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

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

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

82. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and it shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must: (a) be personally signed by the Settlement Class Member; (b) contain the requestor's full name, mailing address, telephone number, and email address (if any); and (c) include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim. "Mass" or "class" opt-outs filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members that do not include the required information for each Settlement Class Member that seeks to opt-out, and that has not been signed by each and every individual Settlement Class Member that seeks to opt-out will not be allowed.

83. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Award, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection by the Objection Deadline, as specified in the Notice, and the relevant Settlement Class

Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. In other words, objections by mail postmarked later than the Objection Deadline are late and will not be considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

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

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

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

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

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

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

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

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

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

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

IX. Claim Form Process and Disbursement of Settlement Benefits

85. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Cash Payment and Credit Monitoring and how to submit a Claim Form.

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

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

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

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

90. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the

contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

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

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

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

e. The Claimant is not a Settlement Class Member;

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

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

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

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

Settlement.

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

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

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

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

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

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

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

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

96. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will select their preferred method of payment on the Claim Form, with the option to select from alternative forms of electronic payment or paper check. Paper checks must be negotiated within 120 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them, which may include issuing a paper check to the Claimant. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

97. The Settlement Administrator is responsible for ensuring that Settlement Class Members with Valid Claims for Credit Monitoring receive instructions on how to enroll in the Credit Monitoring.

X. Final Approval Order and Final Judgment

98. Plaintiff shall file her Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than forty-five (45) days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear arguments on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award. In the Court's discretion, the Court will also hear arguments at the Final Approval Hearing from any Settlement Class Members (or their counsel)

who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

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

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

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

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

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

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

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

XI. Service Award, Attorneys' Fees and Costs

105. ***Service Award*** – The Class Representative may seek a Service Award of up to $3,000.00, subject to Court approval. The Service Award approved by the Court shall be paid by the Settlement Administrator to Class Counsel on behalf of the Class Representative out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of the Effective Date.

106. ***Attorneys' Fees and Costs*** – Class Counsel shall apply to the Court for an award of reasonable attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of Effective Date.

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

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

XII. Disposition of Residual Funds

109. In the event there are funds remaining in the Settlement Fund twenty (20) days following a 120-day period to cash checks, following payment of Settlement Class Member Payments, any residual funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court.

XIII. Releases

110. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including claims Plaintiff does not know or suspects to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and

release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiff intends to and expressly shall has, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

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

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

under the Settlement.

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

XIV. Termination of Settlement

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

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

b. The Court has entered the Preliminary Approval Order;

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

d. The Effective Date has occurred.

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

116. Additionally, Defendant may, in its sole discretion, void the Settlement if the number of opt-outs exceeds 50 Settlement Class Members, by notifying Class Counsel and the Court in writing within ten (10) business days from the date the Settlement Administrator provides

the list of opt-outs to Defendant.

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

XV. Effect of Termination

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

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

XVI. No Admission of Liability

120. This Agreement reflects the Parties' compromise and settlement of disputed claims.

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

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

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

XVII. Miscellaneous Provisions

123. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be

unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its customers, attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

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

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

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

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

128. ***Integration and No Reliance***. This Agreement constitutes a single, integrated

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

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

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

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

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

Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

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

If to Plaintiff or Class Counsel:

Kenneth Grunfeld
Kopelowitz Ostrow P.A
One West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
grunfeld@kolawyers.com

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

If to Defendant or Defendant's Counsel:

Casie D. Collignon
Baker & Hostetler LLP
1801 California Street, Suite 4400
Denver, CO 80202
ccollignon@bakerlaw.com

Logan F. Peppin
Baker & Hostetler LLP
999 Third Avenue, Suite 3900
Seattle, WA 98104
lpeppin@bakerlaw.com

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

134. ***Modification and Amendment***. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the

Settlement has been approved preliminarily by the Court, approved by the Court.

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

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

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

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

PLAINTIFF

Rae Whitman (Jan 8, 2026 12:16:04 PST) ______________________ Date: Jan 8, 2026 ______________
Rae Whitman

CLASS COUNSEL (for the Settlement Class):

Ken Grunfeld
Ken Grunfeld (Jan 8, 2026 15:30:23 EST) ______________________ Date: Jan 8, 2026 ______________
Kenneth Grunfeld
KOPELOWITZ OSTROW P.A.

Kaleigh Boyd
Kaleigh Boyd (Jan 8, 2026 12:36:00 PST) ______________________ Date: Jan 8, 2026 ______________
Kaleigh N. Boyd
TOUSLEY BRAIN STEPHENS PLLC

On Behalf of Defendant Whitman County Public Hospital District No. 3 d/b/a Whitman Hospital & Medical Clinics:

______________________ Date: ______________

By: ______________________

Its: ______________________

COUNSEL FOR DEFENDANT

______________________ Date: ______________
Casie D. Collignon
BAKER & HOSTETLER LLP

EXHIBIT 1
(POSTCARD NOTICE)

Rae Whitman v. Whitman County Public Hospital District #3, d/b/a Whitman Hospital & Medical Center
Case No. 2:25-cv-00246-SAB
United States District Court for the Eastern District of Washington, Spokane Division

Court-Approved Legal Notice

If you were sent a notice that your Private Information was potentially compromised in the Whitman Hospital & Medical Clinics Data Incident that occurred between December 26, 2024 and February 28, 2025, you may be entitled to benefits from a class action Settlement.

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

A $500,000.00 Settlement has been reached in a class action lawsuit against Whitman County Public Hospital District No. 3 d/b/a Whitman Hospital & Medical Clinics ("Defendant") arising out of a Data Incident Defendant experienced between December 26, 2024 and February 28, 2025 ("Data Incident"), where an unauthorized third party unlawfully accessed Defendant's computer systems and potentially gained access to some combination of individuals' names, dates of birth, addresses, Social Security numbers, financial account information, diagnosis details, laboratory results, medications, other treatment information, health insurance information, provider names, and/or dates of treatment ("Private Information"). Defendant denies the allegation and any fault or wrongdoing.

Who is Included? You are part of the Settlement Class if you an individual residing in the United States whose Private Information was impacted in the Data Incident that occurred between December 26, 2024 and February 28, 2025.

What does the Settlement Provide? The Settlement provides the following Settlement Benefits subject to *pro rata* (legal term for equal share) adjustment:
Cash Payment A – Documented Losses: You may claim up to $5,000.00 upon presentment of reasonable documented losses related to the Data Incident.
OR
Cash Payment B – Alternate Cash: As an alternative to submitting a Claim for Cash Payment A, you may claim a one-time Cash Payment B, a cash payment in the estimated amount of $60.00. This amount may be increased or decreased depending on how many Valid Claims are submitted.
AND
Credit Monitoring: In addition to Cash Payment A or Cash Payment B, you may claim two (2) years of IDX Identity Protection Services credit monitoring product.

You must file a Claim Form to receive payment or other benefit as part of the Settlement. For all Settlement Benefits, you can file a claim online or download a Claim Form at www.SettlementWebsite.com and mail it to the Settlement Administrator, or you may call 1-XXX-XXX-XXXX and ask that a Claim Form be mailed to you. The deadline to submit a claim is **Month DD, 202Y.**

Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month DD, 202Y**. If you want to remain part of the Settlement, you may nevertheless object to it by **Month DD, 202Y.** The Long Form Notice is available to explain how to exclude yourself or object. Please visit the website at www.SettlementWebsite.com or call the toll-free number 1-XXX-XXX-XXXX for a copy of the more detailed notice.

The Court will hold a Final Approval Hearing on **Month DD, 202Y at X:X a.m./p.m. PT** to determine whether to approve the Settlement, Class Counsel's request for attorneys' fees up to 33.33% of the $500,000.00 Settlement Fund, plus costs, and a Service Award of $3,000.00 for the Class Representative. You or your own lawyer, if you have one, may ask to appear and speak at the Final Approval Hearing (which may be held remotely) at your own cost, but it is not required. **This Notice is a summary. For more information, call or visit the website below.**

Learn more about the Settlement at www.SettlementWebsite.com
or by calling toll free 1-XXX-XXX-XXXX.

EXHIBIT 2
(LONG FORM NOTICE)

Rae Whitman v. Whitman County Public Hospital District #3, d/b/a Whitman Hospital & Medical Center
Case No. 2:25-cv-00246-SAB
United States District Court for the Eastern District of Washington, Spokane Division

If you were sent a notice that your Private Information was potentially compromised in the Whitman Hospital & Medical Clinics Data Incident that occurred between December 26, 2024 and February 28, 2025, you may be entitled to benefits from a class action Settlement.

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

- A $500,000.00 Settlement has been reached in a class action lawsuit against Whitman County Public Hospital District No. 3 d/b/a Whitman Hospital & Medical Clinics ("Defendant") arising out of a data incident Defendant experienced between December 26, 2024 and February 28, 2025 ("Data Incident").
- You are part of the Settlement Class if you are a living individual residing in the United States whose Private Information was impacted in the Data Incident.
- Under the terms of the Settlement, Settlement Class Members who submit Valid Claims may be able to recover the following Settlement Benefits, subject to *pro rata* (legal term for equal share) adjustments:
  - **Cash Payment A – Documented Losses:** You may claim up to $5,000.00 upon presentment of reasonable documented losses related to the Data Incident.

  OR
  - **Cash Payment B – Alternate Cash:** As an alternative to submitting a Claim for Cash Payment A, you may elect to receive Cash Payment B, which is an alternative cash payment in the estimated amount of $60.00. This amount may be increased or decreased depending on how many Valid Claims are submitted.

  AND
  - **Medical Record Monitoring:** In addition to submitting a Claim for Cash Payment A or Cash Payment B, you may claim two (2) years of Credit Monitoring.

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

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get Settlement Benefits is to submit a Valid Claim.	**Submitted online or Postmarked by Month DD, 202Y**
OPT-OUT OF THE SETTLEMENT	Get no Settlement Benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	**Postmarked by Month DD, 202Y**
OBJECT TO THE SETTLEMENT	Stay in the Settlement but tell the Court why you do not agree with the Settlement or Class Counsel's Application for Attorneys' Fees, Costs, or Service Award. You will still be bound by the Settlement if the Court approves it.	**Postmarked by Month DD, 202Y**
DO NOTHING	Get no Settlement Benefits and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant or the Related Parties related to the	

	Released Claims. Be bound by the Settlement.	

- These rights and options **– and the deadlines to exercise them** – are explained in this Notice.

- The Court must still decide whether to approve the Settlement. There will be no Settlement Benefits unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement.

This notice explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The lawsuit is *Rae Whitman v. Whitman County Public Hospital District #3, d/b/a Whitman Hospital & Medical Center,* Case No. 2:25-cv-00246-SAB, in the United States District Court for the Eastern District of Washington (the "Action"). The person who filed this lawsuit is called "Plaintiff" and/or "Class Representative" and the company sued, Whitman County Public Hospital District No. 3 d/b/a Whitman Hospital & Medical Clinics, is called the "Defendant."

2. What is this lawsuit about?

Plaintiff filed this lawsuit against Defendant on May 28, 2025. Plaintiff alleges that between December 26, 2024 and February 28, 2025, Defendant experienced a Data Incident in which a criminal actor accessed Defendant's computer systems and allegedly gained access to the Private Information of its patients including, some combination of names, dates of birth, addresses, Social Security numbers, financial account information, diagnosis details, laboratory results, medications, other treatment information, health insurance information, provider names, and/or dates of treatment ("Private Information").

Plaintiff brought this lawsuit against Defendant alleging claims for negligence, breach of implied contract, unjust enrichment, violation of the Washington Data Breach Statute, Wash. Rev. Code § 19.255.010(1), *et seq.*, and violation of the Washington Uniform Health Care Information Act, Wash. Rev. Code §§ 70.02.020 and 70.02.170, *et seq.*

Defendant denies these allegations and denies any wrongdoing or liability whatsoever. The Court has not decided who is right. Instead, Plaintiff and Defendant have agreed to a settlement to avoid the risk, cost, and time of further litigation.

3. What is a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, all these people are called a "class" or "class members." If the plaintiffs and defendant reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

The proposed Class Representative in this lawsuit is Plaintiff Rae Whitman.

4. Why is there a Settlement?

Plaintiff and Defendant do not agree about the legal claims made in the lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiff or Defendant. Instead, Plaintiff and Defendant have agreed to settle the lawsuit. The Class Representative believes the Settlement is best for all individuals in the Settlement Class because of the benefits available to the Settlement Class and the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

Settlement Class means all living individuals residing in the United States whose Private Information was impacted in the Data Incident that occurred between December 26, 2024 and February 28, 2025.

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

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

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

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.SettlementWebsite.com, call the Settlement Administrator's toll-free telephone number at 1-XXX-XXX-XXXX, or send an email to info@SettlementWebsite.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member and you timely submit a Valid Claim, you may be eligible for the following Settlement Benefits subject to *pro rata* adjustment:

(1) <u>Cash Payment A – Documented Losses</u>:

All Settlement Class Members may submit a Claim for a cash payment under this section for up to $5,000.00 per Settlement Cass Member upon presentment of reasonable documented losses related to the Data Incident. To receive a documented loss payment, you must elect Cash Payment A on the Claim Form attesting under penalty of perjury to having incurred documented losses.

You will be required to submit reasonable documentation supporting the losses. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, letters or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.

(2) Cash Payment B – Alternate Cash:

As an alternative to submitting a Claim for Cash Payment A, you may elect to receive a Cash Payment B, which is an alternative cash payment in the estimated amount of $60.00.

(3) Credit Monitoring:

In addition to Cash Payment A or Cash Payment B, you may also make a Claim for Credit Monitoring that will include two (2) years of IDX Identity Protection Services credit monitoring product.

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

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

The Settlement Agreement Section XIII describes the Released Claims and the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.SettlementWebsite.com or in the public Court records on file in this lawsuit. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET SETTLEMENT BENEFITS

11. How do I make a Claim for Settlement Benefits?

To receive any of the benefits described in Question 8, you must submit a Valid Claim**, postmarked or submitted online** by **Month DD, 202Y**. Claim Forms may be submitted online at www.SettlementWebsite.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. The quickest way to submit a Claim is online. Claim Forms are also available by calling 1-XXX-XXX-XXXX or by writing to:

Whitman Hospital Data Incident Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

Claim Forms must be submitted online or by mail postmarked by Month DD, 202Y.

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

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-XXX-XXX-XXXX, by writing to info@SettlementWebsite.com, or to:

Whitman Hospital Data Incident Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

13. When will I receive my Settlement Benefits?

If you submit a timely and Valid Claim, payment will be made to you by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

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

14. How will I receive my payment?

If you submit a timely and Valid Claim for Settlement Benefits, and if your Claim and the Settlement are finally approved, you will be sent an electronic payment to the electronic payment option that you select when you file your claim or will be sent a paper check if you select that option. Several electronic payment options will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you select a paper check, the Settlement Administrator will attempt to send you a check relying on your physical address submitted on your Claim Form.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Kenneth Grunfeld of Kopelowitz Ostrow P.A. and Kaleigh N. Boyd of Tousley Brain Stephens PLLC as Class Counsel lawyers to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to 33.33% of the $500,000.00 Settlement Fund, plus reimbursement of costs. The Court may award less than the amount requested. Class Counsel will also request approval of a Service Award in an amount not to exceed $3,000.00 for the Class Representative. If awarded by the Court, the Settlement Administrator will pay attorneys' fees, costs, and any Service Award out of the Settlement Fund.

Class Counsel's motion for Attorneys' Fees, Costs, and Service Award will be made available on the Settlement Website at www.SettlementWebsite.com before the deadline for you to object to or opt out of the Settlement.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called opting out of the Settlement.

17. How do I Opt-Out of the Settlement?

To Opt-Out of the Settlement, you must timely mail written notice of a request to Opt-Out. The written notice must include:

(1) Your full name, mailing address, telephone number, and email address (if any);
(2) A statement clearly indicating your request to be excluded from the Settlement Class; and
(3) Your physical signature as a Settlement Class Member.

The Opt-Out request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked no later than Month DD, 202Y**:

Whitman Hospital Data Incident Settlement Administrator

Attn: Exclusions
P.O. Box XXXX
Baton Rouge, LA 70821

You cannot Opt-Out by telephone or by email.

18. If I Opt-Out, can I still get anything from the Settlement?

No. If you Opt-Out, you will not be entitled to receive any Settlement Benefits, but you will not be bound by any judgment in this lawsuit. You can only get Settlement Benefits if you stay in the Settlement and submit a Valid Claim.

19. If I do not Opt-Out, can I sue Defendant for the same thing later?

No. Unless you Opt-Out, you give up any right to sue Defendant and other Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Incident. You must Opt-Out of the lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendant or other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Class Counsel's motion for Attorneys' Fees and Costs.

To object, you must file a timely, written objection stating that you object in *Rae Whitman v. Whitman County Public Hospital District #3, d/b/a Whitman Hospital & Medical Center*, Case No. 2:25-cv-00246-SAB (E.D. Wash.). If your objection is submitted by mail, it must be **postmarked by Month DD, 202Y**.

The objection must also include all of the following information:

(1) Your full name, mailing address, telephone number, and email address (if any);
(2) A written statement of all grounds for the objection, accompanied by any legal support for the objection known to you or your lawyer;
(3) The number of times you have objected to a class action settlement within the 5 years preceding the date that you filed the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
(4) The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
(5) The number of times in which your counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
(6) The identity of all counsel (if any) representing you and whether they will appear at the Final Approval Hearing;
(7) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
(8) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
(9) Your signature (an attorney's signature is not sufficient).

To be timely, written notice of an objection in the appropriate form must be filed with the Court by **Month DD, 202Y**, with copies to the following address:

Court	Class Counsel	Class Counsel
Clerk of Court William O. Douglas United States Courthouse 25 South 3rd St, Room 201 Yakima, WA 98901	Kenneth Grunfeld **Kopelowitz Ostrow P.C.** One West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301	Kaleigh N. Boyd **Tousley Brain Stephens PLLC** 1200 Fifth Avenue, Suite 1700 Seattle, WA 98101

Defendant's Counsel	Defendant's Counsel	Settlement Administrator
Casie Collignon **Baker & Hostetler, LLP** 1801 California Street Suite 4400 Denver, CO 80202	Logan F. Peppin **Baker & Hostetler, LLP** 999 Third Avenue Suite 3900 Seattle, WA 98104	Whitman Hospital Data Incident Settlement Administrator P.O. Box XXXX Baton Rouge, LA 70821

Any Settlement Class Member who fails to comply with the requirements for objecting detailed above will waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

21. What is the difference between objecting and asking to Opt-Out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (meaning you do not Opt-Out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you Opt-Out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **Month DD, 202Y**, **at X:XX a.m./p.m. PT** to decide whether to approve the Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees, Costs, and Service Award. If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing in person. Any change will be posted at www.SettlementWebsite.com.

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

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

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not Opt-Out, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the Final Approval Hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Benefits, and you will give up rights explained in the "Opting Out of the Settlement" section of this notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Data Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.SettlementWebsite.com, by calling 1-XXX-XXX-XXXX, by writing to info@SettlementWebsite.com or:

Whitman Hospital Data Incident Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

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

EXHIBIT 3
(CLAIM FORM)

Your claim must be submitted online or postmarked by: [MM/DD/YY26]

Rae Whitman v. Whitman County Public Hospital District #3
d/b/a Whitman Hospital & Medical Center
Case No. 2:25-cv-00246-SAB
U.S District Court for the E.D. Wash.

WHITMAN DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: [MM/DD/YY26]

ELIGIBITLY INFORMATION

Who is eligible to file a Claim? You are eligible to submit a Claim if you are a member of the Settlement Class. The Settlement Class is defined as all living individuals residing in the United States whose Private Information was impacted in the Data Incident that occurred between December 26, 2024 and February 28, 2025.

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

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

AVAILABLE SETTLEMENT BENEFITS

All Settlement Class Members may submit a Claim for one of two Cash Payment options: (a) Cash Payment A – Documented Losses; or (b) Cash Payment B – Alternate Cash. Additionally, all Settlement Class Members may elect to receive two (2) years of one-bureau Credit Monitoring.

SETTLEMENT BENEFITS

Credit Monitoring. All Class Members are eligible to receive two (2) years of Credit Monitoring services, specifically IDX Identity Protection Services, and includes the following features:

(1) single bureau credit monitoring and alerts;
(2) dark web monitoring;
(3) $1,000,000.00 reimbursement insurance;
(4) member advisory services; and
(5) lost wallet assistance.

AND

Cash Payment A - Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you may file a Claim for reimbursement. The maximum amount of this reimbursement is $5,000.00.

You must provide documentation and an attestation under penalty of perjury related to the Data Incident.

This benefit covers out-of-pocket expenses like:

(1) unreimbursed losses relating to fraud or identity theft;
(2) professional fees including attorneys' fees, accountants' fees, and fees for credit repair services;
(3) costs associated with freezing or unfreezing credit with any credit reporting agency;

(4) credit monitoring costs that were incurred on or after mailing of the notice of the cybersecurity incident, through the date of claim submission; and
(5) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges;

You must submit documentation, such as receipts, to verify the costs you incurred. You may submit "self-prepared" documents to clarify or support other submitted documentation, but self-prepared documents by themselves are not sufficient to file a Valid Claim.

OR

Cash Payment B – Alternate Cash. As an alternative to submitting a Claim for Cash Payment A, you may elect to receive a Cash Payment B, which is an alternative cash payment in the estimated amount of $60.00. This amount may be increased or decreased depending on how many Valid Claims are submitted.

If you have questions about these Settlement 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: Whitman Hospital Data Incident Settlement Administrator, P.O. Box XXX, Baton Rouge, LA 70821.

THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
www.Settlementwebsite.com

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

Whitman Hospital Data Incident Settlement Administrator
P.O. Box XXX
Baton Rouge, LA 70821

The completed Claim Form can also be submitted by email to info@Settlementwebsite.com.com.

The deadline to submit a Claim Form online or by email is **Month DD, 2026**. If you are mailing your Claim Form, it must be mailed with a postmark date no later than **Month DD, 2026**.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide 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.

First Name Last Name

Street Address

City State Zip Code

Email Address Phone Number Notice ID (if known)

II. CREDIT MONITORING (AVAILABLE TO ALL CLASS MEMBERS)

☐ Check this box if you would like to receive two (2) years of Credit Monitoring by IDX Identity Protection Services.

III. CASH PAYMENT A - DOCUMENTED LOSSES

☐ Check this box if you are claiming reimbursement for **documented** out-of-pocket losses that were incurred as a result of the Data Incident. **You <u>must</u> submit supporting documentation**. You may submit "self-prepared" documents to add clarify or support other submitted documentation, but self-prepared documents by themselves are **not sufficient** to file a Valid Claim.

The maximum amount for this reimbursement is $5,000.00 per Settlement Class Member.

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

Description of Documentation Provided	***Amount***
Example: Overdraft fees	*$40*

TOTAL DOCUMENTED OUT-OF-POCKET LOSSES:	

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.

* If your request for documented losses is denied, you will receive Cash Payment B – Alternate Cash.

IV. CASH PAYMENT B - CASH FUND PAYMENT

☐ Check this box if you are claiming Cash Payment B, which is an alternative cash payment in the estimated amount of $60.00. You *cannot* request to receive reimbursement for Cash Payment A - Documented Losses and Cash Payment B.

V. PAYMENT SELECTION

Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment:

Check one: ☐ Paypal ☐ Venmo ☐ Zelle ☐ Check (sent to Sec. I address)

Mobile Number/Email Address (**REQUIRED**): ____________________

*Please provide the mobile number or email address associated with your PayPal, Venmo, or Zelle account.

VI. ATTESTATION & SIGNATURE

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided 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 4
(PRELIMINARY APPROVAL ORDER)

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
SPOKANE DIVISION**

RAE WHITMAN, individually and on behalf of all others similarly situated, Plaintiff, v. WHITMAN COUNTY PUBLIC HOSPITAL DISTRICT #3, d/b/a WHITMAN HOSPITAL & MEDICAL CENTER, Defendant.	Case No.: 2:25-cv-00246-SAB

PRELIMINARY APPROVAL ORDER

WHEREAS, this Action[1] is a putative class action before this Court;

WHEREAS, Plaintiff, individually, and on behalf of the proposed Settlement Class, and Defendant, have entered into the Settlement Agreement ("Agreement"), which is subject to review and approval by the Court under Federal Rule of Civil Procedure 23, and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Defendant should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiff filed a Motion for Preliminary Approval requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint the Plaintiff as Class Representative; (3) appoint Kenneth Grunfeld of Kopelowitz Ostrow P.A. and Kaleigh N. Boyd of Tousley Brain Stephens PLLC as Class Counsel; (4) preliminarily approve the Settlement; (5) approve the Notice

[1] The capitalized terms herein have the same meanings as those defined in the Agreement, attached to the Motion for Preliminary Approval as Exhibit A.

Program and Notices and direct that Notice be sent to the Settlement Class Members; (6) approve the Claim Form and Claims Process; (7) order the Settlement's opt-out and objection procedures; (8) appoint Eisner Advisory Group, LLC as the Settlement Administrator; (9) stay all deadlines in the Action pending Final Approval of the Settlement; (10) enjoin and bar all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing; and

WHEREAS, the Court, having reviewed the Motion for Preliminary Approval, along with the Agreement and its exhibits, finds that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested:

IT IS HEREBY ORDERED:

1. **Settlement Class Certification:** Pursuant to Federal Rules of Civil Procedure Rules 23(a), 23(b)(2) and 23(b)(3), and for purposes of settlement only, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

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

2. **Settlement Fund:** The Settlement provides for a non-reversionary common fund to be funded by Defendant in the amount of $500,000.00, which shall be deposited into the Escrow

Account in the manner described in the Agreement. The Settlement Fund will be used to pay all: (a) all Valid Claims for Cash Payments and Credit Monitoring; (b) all Settlement Administration Costs; (c) any Court-approved attorneys' fees and costs to Class Counsel, and any Court-approved Service Award to the Class Representative; and (d) CAFA Notice. The Settlement Fund will be created and funded subject to the terms of the Settlement.

3. Pursuant to Fed. R. Civ. P. 23(e), the terms of the Agreement are preliminarily approved and likely to be approved at the Final Approval Hearing because:

(A) the Class Representative and Class Counsel have adequately represented the Settlement Class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the Settlement Class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the Settlement Class, including the method of processing Class Member Claims;

(iii) the terms of any proposed award of attorneys' fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats Settlement Class Members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

4. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and without any adjudication on the merits, that the prerequisites for certifying the Action as a class action under Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) have been satisfied, and that the Court will likely certify at the Final Approval stage a Settlement Class.

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

6. As to Rule 23(b)(3), the Court finds that questions of law and fact common to the Settlement Class predominate over any questions affecting individual members. Also, a class action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among the Settlement Class Members to individually control the prosecution of separate actions; (ii) the Parties are not aware of any litigation concerning the controversy already begun by Settlement Class Members other than the proposed Class Representative; (iii) the small value of the claims of many of the individual Settlement Class Members making the pursuit of individual actions cost prohibitive for most Settlement Class Members; and (iv) the similarity of the Settlement Class Members' Claims involving substantially identical proofs. *See* Fed. R. Civ. P. 23(b)(3).

7. **Appointment of Class Representative and Class Counsel:** The Court hereby finds and concludes pursuant to Fed. R. Civ. P. 23(a)(4), and for purposes of settlement only, that Plaintiff is an adequate class representative and appoints her as the Class Representative on behalf of the Settlement Class.

8. In appointing Class Counsel, Federal Rule of Civil Procedure 23(g) requires the Court to consider (1) the work counsel have done in identifying or investigating potential claims in the action, (2) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action, (3) counsel's knowledge of applicable law, and (4) the

resources counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). The Court may also consider any other matter pertinent to counsel's ability to represent the class. Fed. R. Civ. P. 23(g)(1)(B). The Court finds that proposed Class Counsel and their law firms have expended a reasonable amount of time, effort, and expense investigating the Data Incident. It is clear from their track records of success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable concerning class action practice. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(g)(1), the Court appoints the following as Class Counsel to act on behalf of the Settlement Class and the Class Representative with respect to the Settlement: Kenneth Grunfeld of Kopelowitz Ostrow P.A. and Kaleigh N. Boyd of Tousley Brain Stephens PLLC.

9. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves the Agreement as being fair, reasonable, and adequate, and in the best interest of the named Plaintiff and the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. The Court finds the Agreement meets the considerations set forth in Rule 23(e)(2).

10. **Settlement Administrator:** The Court hereby approves Eisner Advisory Group, LLC as the Settlement Administrator to supervise and administer the Notice Program, as well as to administer the Agreement should the Court grant Final Approval.

11. **Approval of Notice Program and Notices:** The Court approves, as to form, content, and procedure, the Notice Program described in the Agreement, including the Postcard Notice and Long Form Notice, substantially in the forms attached as Exhibits to the Agreement. The Court finds that the Notice Program: (a) is the best Notice practicable under the circumstances; (b) constitutes Notice that is reasonably calculated, under the circumstances, to apprise Settlement

Class Members of the pendency of the Action, the terms of the Agreement, the effect of the proposed Agreement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Agreement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient Notice to all persons entitled to receive Notice of the proposed Agreement; and (d) satisfies the requirements of Federal Rule of Civil Procedure 23, due process, the rules of this Court, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Postcard Notice and Long Form Notice, respectively.

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

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

14. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member of the Settlement Class who wishes to opt-out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-

out requests must be sent to the Settlement Administrator and be postmarked no later than the Opt-Out Deadline which is 30 days before the initial scheduled Final Approval Hearing. The opt-out request must strictly comply with the requirements outlined in the Settlement Agreement and the Long Form Notice.

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

16. **Objections to the Settlement:** The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Class may object to the Agreement and/or the Application for Attorneys' Fees, Costs, and Service Award. Objections must be filed with the Court and mailed to the Settlement Administrator, Class Counsel and Defendant's Counsel. Objections must strictly comply with the requirements set forth in the Settlement Agreement and the Long Form Notice. For an objection to be considered by the Court, the objection must be submitted on behalf of a Settlement Class Member no later than the Objection Deadline which is 30 days before the initial scheduled Final Approval Hearing. When submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

17. Class Counsel and/or Defendant's counsel may conduct limited discovery on any objector or the objector's counsel, including the taking of depositions and propounding document

requests.

18. Any Settlement Class Member who does not make an objection in the manner strictly provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.

19. All Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the release provided for in the Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Class. The Settlement Class Members who timely and validly request exclusion from the Settlement Class will be excluded from the Settlement Class, shall not have rights under the Agreement, and shall not be bound by the Agreement or any Final Approval Order as to Defendant in this Action.

20. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Award:** Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and a Service Award for the Class Representative of $3,000.00 to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Award.

21. Class Counsel shall file their Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Award no later than 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument in connection

with Class Counsel's request for attorneys' fees and costs and a Service Award for the Class Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Agreement or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Agreement and in this order.

22. **Termination:** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement if: (1) the Court refuses to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect; (3) the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court; or (4) the Effective Date does not occur. Additionally, Defendant may, in its sole discretion, void the Settlement Agreement if the number of opt-outs exceeds 50 Settlement Class Members. If the Agreement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiff, the Settlement Class Members, and Defendant, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

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

24. **Continuing Litigation:** Upon the entry of this order, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representative's implementation of the Agreement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation,

including in arbitration, against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Agreement.

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

26. **Final Approval Hearing:** The Court will hold a Final Approval Hearing. The Final Approval Hearing will be conducted for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Agreement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of final judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether Class Counsel's Application for Attorneys' Fees, Costs, and Service Award should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted on the Settlement Website.

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

Notice Program Begins	Within 30 days after Preliminary Approval Order
Notice Program Complete	45 days before initial scheduled Final Approval Hearing date

Deadline to file Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards	45 days before initial scheduled Final Approval Hearing date
Opt-Out Deadline	30 days before initial scheduled Final Approval Hearing date
Objection Deadline	30 days before initial scheduled Final Approval Hearing date
Deadline to Submit Claim Forms	15 days before initial scheduled Final Approval Hearing date
Final Approval Hearing	**____________, ____ 2026, at __:__.**

SO ORDERED this ______ day of _________________, 2026.

____
Chief Judge Stanley A. Bastian

EXHIBIT 5
(FINAL APPROVAL ORDER)

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
SPOKANE DIVISION**

RAE WHITMAN, individually and on behalf of all others similarly situated, Plaintiff, v. WHITMAN COUNTY PUBLIC HOSPITAL DISTRICT #3, d/b/a WHITMAN HOSPITAL & MEDICAL CENTER, Defendant.	Case No.: 2:25-cv-00246-SAB

[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS, AND A SERVICE AWARD

WHEREAS, Plaintiff submitted to the Court her Unopposed Motion for Final Approval of Class Action Settlement and Class Counsel's Application for Attorneys' Fees, Costs, and a Service Award (ECF No. ___);

WHEREAS, on __________, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Rae Whitman as the Class Representative; (4) appointed Kenneth Grunfeld of Kopelowitz Ostrow P.A. and Kaleigh N. Boyd of Tousley Brain Stephens PLLC as Class Counsel; (5) appointed Eisner Advisory Group, LLC as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Form and Claims Process; (8) ordered the Settlement's opt-out and objection procedures; (9) stayed all deadlines in the

Action pending Final Approval of the Settlement; (10) enjoined and barred all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set the Final Approval Hearing date (ECF No. ____);

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

WHEREAS, on ________, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorneys' Fees, Costs, and a Service Award; and

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

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement and all capitalized terms used in this order have the same meanings.

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

3. Defendant has fully complied with the provisions of the Class Action Fairness Act,

28 U.S.C. § 1715(b).

4. The terms of the Settlement are fair, adequate, and reasonable to the Settlement Class.

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

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

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

8. The Class Representative and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement and have satisfied the requirements of Rule 23.

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

10. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

11. The Court reaffirms the appointment of the Class Representative, Class Counsel, and the Settlement Administrator.

12. The Court affirms its findings that the Settlement Class meets the relevant

requirements of Fed. R. Civ. P. 23(a), (b)(2), and (b)(3) for only the purposes of the Settlement in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiff are typical of the claims of the members of the Settlement Class; (4) the Plaintiff is an adequate representative for the Settlement Class, and has retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and only ___ opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

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

> All living individuals residing in the United States whose Private Information was impacted in the Data Incident.

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

14. Judgment shall be entered dismissing the Action with prejudice, on the merits.

15. As of the Effective Date, and in exchange for the relief described in the Agreement,

the Releasing Parties release the Released Parties with respect to the Released Claims pursuant to the terms of the Agreement.

16. In the event there are funds remaining from uncashed checks in the Settlement Fund 20 days following the 180-day check negotiation period, all remaining funds shall be distributed to ________________________ as the *cy pres* recipient approved by the Court.

17. Pursuant to Federal Rule of Civil Procedure 23(h), Class Counsel is awarded $___________ for attorneys' fees and $_________ for costs. These payments shall be made out of the Settlement Fund in accordance with the Agreement.

18. The Class Representative shall be awarded a Service Award in the amount of $___________. The Service Award shall be payable out of the Settlement Fund in accordance with the Agreement.

19. Plaintiff and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

20. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

21. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the

Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

22. The Settlement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted out or any other person subject to the provisions of this Final Approval Order.

23. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Action.

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

SO ORDERED on ________________, 2026.

____
Chief Judge Stanley A. Bastian

EXHIBIT A

Opt-Out List

(To Be Completed Before Final Approval Hearing)

1.

2.

3.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
SPOKANE DIVISION

RAE WHITMAN, individually and on behalf of all others similarly situated,

Plaintiff,

v.

WHITMAN COUNTY PUBLIC HOSPITAL DISTRICT #3, d/b/a WHITMAN HOSPITAL & MEDICAL CENTER,

Defendant.

Case No.: 2:25-cv-00246-SAB

PRELIMINARY APPROVAL ORDER

WHEREAS, this Action[1] is a putative class action before this Court;

WHEREAS, Plaintiff, individually, and on behalf of the proposed Settlement Class, and Defendant, have entered into the Settlement Agreement ("Agreement"), which is subject to review and approval by the Court under Federal Rule of Civil Procedure 23, and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Defendant should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiff filed a Motion for Preliminary Approval requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint the Plaintiff as Class Representative; (3) appoint Kenneth Grunfeld of Kopelowitz Ostrow P.A. and Kaleigh N. Boyd of Tousley Brain Stephens PLLC as Class Counsel; (4) preliminarily approve the Settlement; (5) approve the Notice

[1] The capitalized terms herein have the same meanings as those defined in the Agreement, attached to the Motion for Preliminary Approval as Exhibit A.

Program and Notices and direct that Notice be sent to the Settlement Class Members; (6) approve the Claim Form and Claims Process; (7) order the Settlement's opt-out and objection procedures; (8) appoint Eisner Advisory Group, LLC as the Settlement Administrator; (9) stay all deadlines in the Action pending Final Approval of the Settlement; (10) enjoin and bar all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing; and

WHEREAS, the Court, having reviewed the Motion for Preliminary Approval, along with the Agreement and its exhibits, finds that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested:

IT IS HEREBY ORDERED:

1. **Settlement Class Certification:** Pursuant to Federal Rules of Civil Procedure Rules 23(a), 23(b)(2) and 23(b)(3), and for purposes of settlement only, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

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

2. **Settlement Fund:** The Settlement provides for a non-reversionary common fund to be funded by Defendant in the amount of $500,000.00, which shall be deposited into the Escrow

Account in the manner described in the Agreement. The Settlement Fund will be used to pay all: (a) all Valid Claims for Cash Payments and Credit Monitoring; (b) all Settlement Administration Costs; (c) any Court-approved attorneys' fees and costs to Class Counsel, and any Court-approved Service Award to the Class Representative; and (d) CAFA Notice. The Settlement Fund will be created and funded subject to the terms of the Settlement.

3. Pursuant to Fed. R. Civ. P. 23(e), the terms of the Agreement are preliminarily approved and likely to be approved at the Final Approval Hearing because:

(A) the Class Representative and Class Counsel have adequately represented the Settlement Class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the Settlement Class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the Settlement Class, including the method of processing Class Member Claims;

(iii) the terms of any proposed award of attorneys' fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats Settlement Class Members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

4. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and without any adjudication on the merits, that the prerequisites for certifying the Action as a class action under Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) have been satisfied, and that the Court will likely certify at the Final Approval stage a Settlement Class.

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

6. As to Rule 23(b)(3), the Court finds that questions of law and fact common to the Settlement Class predominate over any questions affecting individual members. Also, a class action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among the Settlement Class Members to individually control the prosecution of separate actions; (ii) the Parties are not aware of any litigation concerning the controversy already begun by Settlement Class Members other than the proposed Class Representative; (iii) the small value of the claims of many of the individual Settlement Class Members making the pursuit of individual actions cost prohibitive for most Settlement Class Members; and (iv) the similarity of the Settlement Class Members' Claims involving substantially identical proofs. *See* Fed. R. Civ. P. 23(b)(3).

7. **Appointment of Class Representative and Class Counsel:** The Court hereby finds and concludes pursuant to Fed. R. Civ. P. 23(a)(4), and for purposes of settlement only, that Plaintiff is an adequate class representative and appoints her as the Class Representative on behalf of the Settlement Class.

8. In appointing Class Counsel, Federal Rule of Civil Procedure 23(g) requires the Court to consider (1) the work counsel have done in identifying or investigating potential claims in the action, (2) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action, (3) counsel's knowledge of applicable law, and (4) the

resources counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). The Court may also consider any other matter pertinent to counsel's ability to represent the class. Fed. R. Civ. P. 23(g)(1)(B). The Court finds that proposed Class Counsel and their law firms have expended a reasonable amount of time, effort, and expense investigating the Data Incident. It is clear from their track records of success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable concerning class action practice. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(g)(1), the Court appoints the following as Class Counsel to act on behalf of the Settlement Class and the Class Representative with respect to the Settlement: Kenneth Grunfeld of Kopelowitz Ostrow P.A. and Kaleigh N. Boyd of Tousley Brain Stephens PLLC.

9. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves the Agreement as being fair, reasonable, and adequate, and in the best interest of the named Plaintiff and the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. The Court finds the Agreement meets the considerations set forth in Rule 23(e)(2).

10. **Settlement Administrator:** The Court hereby approves Eisner Advisory Group, LLC as the Settlement Administrator to supervise and administer the Notice Program, as well as to administer the Agreement should the Court grant Final Approval.

11. **Approval of Notice Program and Notices:** The Court approves, as to form, content, and procedure, the Notice Program described in the Agreement, including the Postcard Notice and Long Form Notice, substantially in the forms attached as Exhibits to the Agreement. The Court finds that the Notice Program: (a) is the best Notice practicable under the circumstances; (b) constitutes Notice that is reasonably calculated, under the circumstances, to apprise Settlement

Class Members of the pendency of the Action, the terms of the Agreement, the effect of the proposed Agreement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Agreement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient Notice to all persons entitled to receive Notice of the proposed Agreement; and (d) satisfies the requirements of Federal Rule of Civil Procedure 23, due process, the rules of this Court, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Postcard Notice and Long Form Notice, respectively.

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

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

14. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member of the Settlement Class who wishes to opt-out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-

out requests must be sent to the Settlement Administrator and be postmarked no later than the Opt-Out Deadline which is 30 days before the initial scheduled Final Approval Hearing. The opt-out request must strictly comply with the requirements outlined in the Settlement Agreement and the Long Form Notice.

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

16. **Objections to the Settlement:** The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Class may object to the Agreement and/or the Application for Attorneys' Fees, Costs, and Service Award. Objections must be filed with the Court and mailed to the Settlement Administrator, Class Counsel and Defendant's Counsel. Objections must strictly comply with the requirements set forth in the Settlement Agreement and the Long Form Notice. For an objection to be considered by the Court, the objection must be submitted on behalf of a Settlement Class Member no later than the Objection Deadline which is 30 days before the initial scheduled Final Approval Hearing. When submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

17. Class Counsel and/or Defendant's counsel may conduct limited discovery on any objector or the objector's counsel, including the taking of depositions and propounding document

requests.

18. Any Settlement Class Member who does not make an objection in the manner strictly provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.

19. All Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the release provided for in the Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Class. The Settlement Class Members who timely and validly request exclusion from the Settlement Class will be excluded from the Settlement Class, shall not have rights under the Agreement, and shall not be bound by the Agreement or any Final Approval Order as to Defendant in this Action.

20. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Award:** Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and a Service Award for the Class Representative of $3,000.00 to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Award.

21. Class Counsel shall file their Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Award no later than 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument in connection

with Class Counsel's request for attorneys' fees and costs and a Service Award for the Class Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Agreement or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Agreement and in this order.

22. **Termination:** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement if: (1) the Court refuses to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect; (3) the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court; or (4) the Effective Date does not occur. Additionally, Defendant may, in its sole discretion, void the Settlement Agreement if the number of opt-outs exceeds 50 Settlement Class Members. If the Agreement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiff, the Settlement Class Members, and Defendant, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

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

24. **Continuing Litigation:** Upon the entry of this order, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representative's implementation of the Agreement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation,

including in arbitration, against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Agreement.

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

26. **Final Approval Hearing:** The Court will hold a Final Approval Hearing. The Final Approval Hearing will be conducted for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Agreement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of final judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether Class Counsel's Application for Attorneys' Fees, Costs, and Service Award should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted on the Settlement Website.

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

Notice Program Begins	Within 30 days after Preliminary Approval Order
Notice Program Complete	45 days before initial scheduled Final Approval Hearing date

Deadline to file Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards	45 days before initial scheduled Final Approval Hearing date
Opt-Out Deadline	30 days before initial scheduled Final Approval Hearing date
Objection Deadline	30 days before initial scheduled Final Approval Hearing date
Deadline to Submit Claim Forms	15 days before initial scheduled Final Approval Hearing date
Final Approval Hearing	**____________, ____ 2026, at __:__.**

SO ORDERED this ______ day of _________________, 2026.

____
Chief Judge Stanley A. Bastian