

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

*In re: Mt. Baker Imaging, LLC Data Security  
Litigation*

Lead Case No. 25-2-00463-37

**PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Plaintiffs Genevieve Bardwell, Jeff Eberlein, Thomas Schumann, Daniel Uitdenhoven, Michael Barr, Leslie Swope, Marc Daniel, and Joanne Herman (“Plaintiffs”) respectfully move the Court for preliminary approval of the class action settlement (the “Settlement”) with Defendants Mt. Baker Imaging, LLC and Northwest Radiologists, Inc., P.S. (“Defendants”) (together, the “Parties”). This case arises from a cybersecurity incident that impacted Defendants in January 2025 (the “Data Security Incident”). The terms of the Settlement are set forth in the Settlement Agreement.<sup>1</sup>

As explained below, the Settlement provides the exact relief sought by the lawsuit and satisfies the requirements for preliminary approval under Washington law. Thus, Plaintiffs respectfully move the Court for an order: (i) preliminarily approving the Settling Parties’ Settlement Agreement as fair, adequate, reasonable, and within the range of possible final approval; (ii) appointing Plaintiffs as the Class Representatives; (iii) appointing Elena A. Belov

<sup>1</sup> All capitalized terms herein shall have the same meaning as those defined in the Settlement Agreement and Release attached as **Exhibit A** to this motion. Citations to the Settlement Agreement will be abbreviated as “S.A., ¶ \_\_\_\_.”

1 of Almeida Law Group LLC; M. Anderson Berry of Emery Reddy, PC; and Kaleigh N. Boyd  
2 of McNaul Ebel PLLC as Class Counsel; (iv) provisionally certifying the Settlement Class  
3 under Washington Civil Rule 23 for settlement purposes only; (v) approving the Settling  
4 Parties' proposed Notice Program, confirming that it is appropriate notice and that it satisfies  
5 due process and Washington Civil Rule 23, and directs notice to the Settlement Class;  
6 (vi) setting a date for a final approval hearing; and (vii) setting deadlines for members of the  
7 Settlement Class to submit claims for compensation and to object to or exclude themselves  
8 from the Settlement. Defendants do not oppose this Motion.

### 9 INTRODUCTION

10 This case arises from the Data Security Incident that Plaintiffs allege compromised the  
11 Private Information of approximately 340,184 individuals (the "Settlement Class"). S.A. ¶¶ 1.8,  
12 1.12. Under the proposed Settlement, as set forth in the Settlement Agreement and its  
13 accompanying exhibits, Defendants will create a \$3,300,000 non-reversionary common fund  
14 (the "Settlement Fund") for the benefit of the Settlement Class and will also provide equitable  
15 relief in the form of meaningful data security measures that Defendants are implementing in the  
16 wake of the Data Security Incident. *Id.* ¶¶ 1.29, 2.1–2.4.

17 The Settlement is fair, reasonable, adequate, and the product of extensive arm's-length  
18 negotiations and formal mediation with the Hon. Ronald B. Leighton (Ret.) of Washington  
19 Arbitration & Mediation Service. As described below, the Settlement provides for both  
20 monetary relief and equitable relief. Settlement Class Members will have the opportunity to: (i)  
21 submit a claim for Medical Identity Theft Protection and Monitoring; (ii) seek up to \$5,000.00  
22 per person as reimbursement of documented Out-of-Pocket Losses; and (iii) submit a claim for  
23 a *Pro Rata* Cash Fund Payments evenly distributed from the net amount of the Settlement Fund  
24 (after payment of all approved claims for Out-of-Pocket Losses, Medical Identity Theft  
25 Protection and Monitoring, Notice and Administration Expenses, and any Fee and Expenses  
26 Award, and Service Awards). *Id.* ¶¶ 2.1–2.4. If approved, this Settlement will resolve the

1 claims asserted in the Actions arising from the Data Security Incident and bring substantial and  
2 meaningful relief to the Settlement Class. Accordingly, Plaintiffs respectfully request this Court  
3 preliminarily approve the Settlement.

## 4 BACKGROUND

### 5 A. Defendants and the Data Security Incident

6 Defendant Mt. Baker Imaging, LLC is a healthcare imaging provider that works with  
7 the radiologists at Defendant Northwest Radiologists, Inc., P.S. *See Consolidated Class Action*  
8 *Complaint (“Compl.”)*, ¶ 2. Together, the Defendants collected and maintained the personally  
9 identifiable information (“PII”) and protected health information (“PHI”) (together, “Private  
10 Information”) of their current and former patients (i.e., Plaintiffs and the Settlement Class). *Id.*  
11 ¶¶ 31–33. Plaintiffs allege that such Private Information included “names, dates of birth, Social  
12 Security numbers, healthcare treatment information, and other sensitive information.” *Id.* ¶ 33.

13 Between January 20, 2025, and January 25, 2025, Defendants were impacted by the  
14 Data Security Incident when cybercriminals allegedly accessed the Private Information of  
15 Plaintiffs and the Settlement Class. *Id.* ¶ 36. Defendants then provided notice about the Data  
16 Security Incident to Plaintiffs and the Settlement Class on approximately March 26, 2025. *Id.*  
17 In total, the Data Security Incident impacted the Private Information of approximately 340,184  
18 people (i.e., Plaintiffs and the Settlement Class). S.A. ¶ 1.8.

### 19 B. Procedural History

20 After becoming aware of the Data Security Incident, Plaintiffs filed various class action  
21 lawsuits including *Bardwell, et al. v. Mt. Baker Imaging, LLC, et al.*, No. 25-2-00463-37,  
22 *Schumann v. Mt. Baker Imaging, LLC, et al.*, No. 25-2-00808-37, *Uitdenhowen, et al. v. Mt.*  
23 *Baker Imaging, LLC, et al.*, No. 25-2-00814-37 and *Eberlein v. Mt. Baker Imaging, LLC, et al.*,  
24 No. 25-2-00822-37 which the Court consolidated on May 16, 2025. *See Joint Declaration of*  
25 *Counsel (“Joint Decl.”)*, ¶ 2. Then, on June 13, 2025, Plaintiffs filed their Consolidated Class  
26 Action Complaint. *Id.* Plaintiffs brought claims for: negligence; breach of implied contract;

1 invasion of privacy; violations of the Washington Consumer Protection Act, RCW §§  
2 19.86.010, *et seq.*; violations of the Washington Data Breach Notification Disclosure Law,  
3 RCW §§ 19.255.005 *et seq.*; violations of the Uniform Health Care Information Act, RCW §§  
4 70.02.005 *et seq.*; violations of the Washington My Health My Data Act, RCW §§ 19.373 *et*  
5 *seq.*; and unjust enrichment. Compl. ¶¶ 251–346.

6 **C. Settlement Negotiations and Mediation**

7 To conserve resources, the Parties began discussing the possibility of early resolution  
8 and agreed to exchange informal discovery, including information regarding the timing and  
9 causes of the Data Security Incident, the extent of the Data Security Incident, the types of  
10 Private Information impacted, and the approximate number of individuals affected. Joint Decl.  
11 ¶ 3. By exchanging informal discovery, the Parties shared their understanding of the underlying  
12 facts and were better able to objectively evaluate the strengths and weaknesses of the claims  
13 and relevant defenses. *Id.* ¶¶ 4–5. Thereafter, the Parties agreed to engage in formal mediation.  
14 *Id.* As part of that process, the Settling Parties exchanged detailed mediation statements  
15 outlining the Settling Parties’ respective positions concerning liability and class certification.  
16 *Id.*

17 On August 14, 2025, the Parties engaged in formal mediation with the experienced and  
18 respected mediator, Hon. Ronald B. Leighton (Ret.) of Washington Arbitration & Mediation  
19 Service. *Id.* ¶ 6. Under the guidance of Judge Leighton (Ret.), the Parties engaged in arm’s  
20 length negotiations wherein the Parties evaluated and discussed the relevant facts and law and  
21 carefully weighed the risks and uncertainties of continued litigation. *Id.* ¶ 7. Throughout the  
22 entire process, the Parties agreed to not negotiate attorneys’ fees or service awards until the  
23 core terms of a settlement were finalized. *Id.* ¶ 8.

24 After numerous rounds of back-and-forth negotiations, the Parties eventually reached an  
25 agreement on the core terms of the Settlement after Judge Leighton (Ret.) made a mediator’s  
26 proposal that the Settling Parties accepted. *Id.* ¶ 9. Over the following months, the Parties

1 continued to negotiate the finer terms of the Settlement. *Id.* ¶ 10. Additionally, Class Counsel  
2 contacted several well-known claims administrators to obtain competing bids for notice and  
3 settlement administration. *Id.* ¶ 11. Eventually, the Parties finalized the Settlement Agreement  
4 on February 25, 2026. *Id.* ¶ 12.

## 5 SUMMARY OF THE SETTLEMENT

### 6 **A. Proposed Settlement Class**

7 The Settlement Agreement will provide relief for the following Settlement Class:

8 All living persons residing in the United States whose Private  
9 Information was potentially or actually compromised in the Data  
Security Incident.

10 S.A. ¶ 1.8. The Settlement Class excludes all persons who are directors or officers of  
11 Defendants, the Judge assigned to the Action, and that Judge’s immediate family and Court  
12 staff. *Id.*

### 13 **B. Settlement Fund**

14 The Settlement requires Defendants to pay \$3,300,000.00 into a non-reversionary cash  
15 fund (the “Settlement Fund”) set up by the Settlement Administrator. *Id.* ¶ 1.29. The Settlement  
16 Fund will be used to fund compensation for Medical Identity Theft Protection and Monitoring;  
17 Out-of-Pocket Losses; *Pro Rata* Cash Payments; Costs of Notice and Claims Administration;  
18 service awards; and attorneys’ fees and litigation expenses. *Id.* ¶ 2.1. If any portion of the  
19 Settlement Fund remains after all of the above have been paid, the Settling Parties shall meet  
20 and confer regarding the appropriate use of such residual funds, including the possibility of  
21 using residual funds for additional Settlement Class Member benefits, if practicable, or whether  
22 any such funds should be distributed to the Legal Foundation of Washington consistent with  
23 CR 23(f). *Id.* ¶ 2.3.

### 24 **C. Medical Identity Theft Protection and Monitoring**

25 All Settlement Class Members may submit a Claim for Medical Identity-Theft  
26 Protection and Monitoring, the costs of which will be paid out of the Settlement Fund. *Id.*

1 ¶ 2.2.4. Specifically, Settlement Class Members are eligible to receive two (2) years of Medical  
2 Shield Complete, a medical information protection and monitoring service offered through  
3 CyEx. *Id.* Importantly in a case like this—where PHI was among the data potentially impacted  
4 in the Data Incident—this service monitors medical and healthcare data to determine whether  
5 consumers’ private health information is at risk or has been exposed to medical fraud and  
6 comes with single-bureau credit monitoring. *Id.* Class Members may claim this service  
7 regardless of whether they make a claim for Out-of-Pocket Losses or Pro Rata Cash Fund  
8 Payments. *Id.*

9 **D. Documented Out-of-Pocket Losses**

10 Settlement Class Members who submit timely Valid Claims using an approved Claim  
11 Form, along with necessary supporting documentation, are eligible to receive compensation for  
12 unreimbursed Out-of-Pocket losses. *Id.* ¶ 2.2.1. Claims will be subject to review for timeliness,  
13 completeness, and validity by a Settlement Administrator *Id.* ¶ 2.5.2. Expenses eligible for  
14 reimbursement include losses relating to fraud or identity theft; unreimbursed costs of credit  
15 monitoring incurred between the time of the Data Security Incident and the time the claim is  
16 submitted; postage, copying, scanning, faxing, mileage and other travel-related charges;  
17 parking, notary charges, research charges, cell phone charges (only if charged by the minute),  
18 long distance phone charges, data charges (only if charged based on the amount of data used),  
19 text message charges (only if charged by the message), bank fees, accountant fees, and  
20 attorneys’ fees, all of which must be fairly traceable to the Data Security Incident and must not  
21 have been previously reimbursed by a third party. *Id.* ¶ 2.2.1. Settlement Class Members with  
22 Out-of-Pocket Losses must submit documentation supporting their claims. *Id.*

23 **D. Pro Rata Cash Payment**

24 Settlement Class Members may submit a Claim for a *Pro Rata* Cash Payment; any  
25 funds remaining in the Settlement Fund will be distributed evenly from the net amount after  
26

1 payment of all approved claims for Out-of-Pocket losses, notice and administration expenses,  
2 attorneys' fees and expenses awarded, and service awards. *Id.* ¶ 2.2.3.

3 **D. Cybersecurity Investments**

4 Separate and apart from the Settlement Fund, Defendants have agreed to invest “in  
5 excess of \$500,000” to improve their cybersecurity systems. *Id.* ¶ 1.29. In other words, the  
6 Settlement provides meaningful relief to all Settlement Class Members regardless of whether or  
7 not they file a claim. *Id.*

8 **E. Class Notice and Settlement Administration**

9 Subject to the Court's approval, the Settling Parties have agreed to retain EAG Gulf  
10 Coast, LLC (“Settlement Administrator”), a nationally recognized class action settlement  
11 administrator, as the Settlement Administrator. Joint Decl. ¶ 13; S.A. ¶ 4.1. Subject to Court  
12 approval, the Settlement Administrator will provide the Class Notice to all Settlement Class  
13 Members as described in the Settlement Agreement. Within seven (7) days of the Preliminary  
14 Approval Order, Defendants will provide the Claims Administrator with the name, last known  
15 physical address, and/or email address of each Class Member to the extent known (collectively,  
16 “Class Member Information”). S.A. ¶ 5.3.1.

17 As soon as practicable but starting no later than 30 days from the date of the  
18 Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Notice  
19 via USPS Mail and/or email to all Settlement Class Members for whom it has mailing  
20 addresses or email addresses. *Id.* ¶ 5.3.3. Before mailing, the Claims Administrator will run the  
21 postal addresses through the USPS National Change of Address database to update any  
22 addresses on file with the USPS. *Id.* After mailing, in the event that a mailed Short Notice form  
23 is returned by USPS because the address of the recipient is no longer valid and the envelope  
24 contains a forwarding address, the Claims Administrator will re-send the Short Notice to the  
25 forwarding address within 7 days. *Id.* ¶ 5.3.3(a)(i). In the event that subsequent to the first  
26 mailing of a Short Notice, and at least fourteen 14 days prior to the Opt-Out and Objection

1 Deadline, a Short Notice is returned to the Claims Administrator by the USPS because the  
2 address of the recipient is no longer valid and does not contain a new forwarding address, the  
3 Claims Administrator shall perform a standard skip trace, in the manner that the Claims  
4 Administrator customarily performs skip traces, in an effort to attempt to ascertain the current  
5 address of the particular Class Member in question and, if such an address is determined, the  
6 Claims Administrator will re-send the Short Notice within seven 7 days of receiving such  
7 information. *Id.* ¶ 5.3.3(a)(ii). The Short Notice will direct the recipients to the Settlement  
8 Website and inform Settlement Class Members, among other things, of the Claims Deadline,  
9 the Opt-Out Date, the Objection Date, and the date of the Final Fairness Hearing. *Id.* ¶ 1.36.

10 The Settlement Administrator will also establish a dedicated settlement website (and  
11 will maintain and update the website throughout the claim period) with the Long Notice and  
12 Claim Form approved by the Court, as well as the Settlement Agreement. *Id.* ¶ 5.3.2. The  
13 Settlement Administrator will also make a toll-free telephone help line available to provide  
14 Class Members with information about the Settlement, and upon request provide copies of the  
15 forms of Short Notice, Long Notice, and paper Claim Form, as well as the Settlement  
16 Agreement. *Id.* ¶ 5.3.4 After approval of Valid Claims, the Settlement Administrator will be  
17 responsible for processing and transmitting Settlement Payments to Settlement Class Members. *Id.*  
18 ¶ 10.1.

19 **F. Class Representatives' Service Awards, Attorneys' Fees, and Costs**

20 Class Counsel shall apply to the Court for Service Awards for the Class Representatives  
21 of up to \$4,000.00 each in recognition of the time, effort, and expense they incurred pursuing  
22 claims that benefited the entire Settlement Class. *Id.* ¶ 9.1. This payment will be made from the  
23 Settlement Fund and shall be separate and apart from any other benefits available to the Class  
24 Representatives as Participating Settlement Class Members under the terms of the Settlement  
25 Agreement. *Id.*

1 Plaintiffs will also separately seek an award of attorneys’ fees and reimbursement of  
2 litigation costs and expenses. Subject to Court approval, Class Counsel will ask the Court to  
3 approve, and Defendants do not oppose, an award of attorneys’ fees of up to thirty-three  
4 percent (33%) of the Settlement Fund, or \$1,100,000, plus reasonable litigation costs and  
5 expenses, to be paid from the Settlement Fund. *Id.* ¶ 9.2. The Settling Parties negotiated the  
6 payment of attorneys’ fees, costs, expenses, and/or service awards to the Class Representatives  
7 after the substantive terms of the settlement had been agreed upon. Joint Decl. ¶ 8.

8 **G. Class Release**

9 Settlement Class Members who do not affirmatively opt out of the Settlement  
10 Agreement will be permanently barred and enjoined from commencing, prosecuting, or  
11 participating in any recovery in any action in this or any other forum. *Id.* ¶¶ 8.1. Sixty (60) days  
12 after the effective date, Defendants shall be deemed to have, and by operation of the Judgment  
13 shall have, fully, finally, and forever released, relinquished, and discharged, the Settlement  
14 Class Representatives, the Settlement Class Members, and Proposed Settlement Class Counsel,  
15 of all claims based upon the institution, prosecution, assertion, settlement, or resolution of the  
16 Litigation or the Released Claims, except for enforcement of the Settlement Agreement. *Id.* ¶  
17 8.2.

18 **LEGAL AUTHORITY**

19 As a matter of “express public policy” Washington courts strongly favor and encourage  
20 settlements. *City of Seattle v. Blume*, 134 Wn.2d 243, 258 (1997); *see also Pickett v. Holland*  
21 *Am. Line-Westours, Inc.*, 145 Wn.2d 178, 190 (2001), *petition denied sub nom. Bebachick v.*  
22 *Holland Am. Line-Westours, Inc.*, 536 U.S. 941 (2002) (“[V]oluntary conciliation and  
23 settlement are the preferred means of dispute resolution.” (citation omitted)). This is  
24 particularly true in class actions and other complex matters where the inherent costs, delays,  
25 and risks of continued litigation might otherwise overwhelm any potential benefit the class  
26

1 could hope to obtain. *See In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 555–56 (9th  
2 Cir. 2019) (*en banc*); *Allen v. Bedolla*, 787 F.3d 1218, 1223 (9th Cir. 2015).

3 The Supreme Court of Washington is clear: “[i]t is not the trial court’s duty, nor place,  
4 to make sure that every party is content with the settlement” as “this would contravene the very  
5 nature of the consensual settlements.” *Pickett*, 145 Wn.2d at 189. Indeed, the purpose of the  
6 Court’s preliminary evaluation of the settlement is to determine whether it falls “within the  
7 range of possible approval,” *Rollins v. Dignity Health*, 336 F.R.D. 456, 461 (N.D. Cal. 2020)  
8 (citing *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1080 (N.D. Cal. 2007)), and thus  
9 whether notice to the class of the terms and conditions of the settlement, and the scheduling of  
10 a formal fairness hearing, are worthwhile. *Pickett*, 145 Wn.2d at 188; William Rubenstein *et*  
11 *al.*, *Newberg on Class Actions* § 11.25 *et seq.*, and § 13.64 (4th ed. 2002 and Supp. 2004)  
12 (“*Newberg*”).

13 The requirements of Washington’s Civil Rule 23 (“CR 23”) are procedural and require  
14 that notice of the settlement be given to the class. CR 23 is nearly identical to its federal  
15 counterpart, Federal Rule of Civil Procedure 23, and Washington courts look to the more  
16 numerous federal cases for guidance, as such cases are highly persuasive. *Pickett*, 145 Wn.2d at  
17 188; *Brown v. Brown*, 6 Wn. App. 249, 252 (1971); *see also Summers v. Sea Mar Community*  
18 *Health Centers*, 29 Wash. App. 2d 476, 487 (2024) (“In class actions, Washington courts have  
19 long looked to federal authority” and “it remains appropriate to consider federal decisions in  
20 applying CR 23 . . .”).

21 “Although CR 23 is silent in guiding trial courts in their review of class settlements, it is  
22 universally stated that a proposed class settlement may be approved by the trial court if it is  
23 determined to be fair, adequate, and reasonable.” *Deien v. Seattle City Light*, 26 Wash. App. 2d  
24 57, 66 (2023) (internal quotations omitted). Washington courts evaluating whether a settlement  
25 is fair, adequate, and reasonable consider: “[1] the likelihood of success by plaintiffs; [2] the  
26 amount of discovery or evidence; [3] the settlement terms and conditions; [4] recommendation

1 and experience of counsel; [5] future expense and likely duration of litigation; [6]  
2 recommendation of neutral parties, if any; [7] number of objectors and nature of objections;  
3 and [8] the presence of good faith and the absence of collusion.” *Summers*, 29 Wash. App. 2d  
4 at 499 (quoting *Pickett*, 145 Wn.2d at 188). However, this list “is not exhaustive, and every  
5 factor will not necessarily be relevant in every case.” *Id.*

6 Further, the proponent of a settlement class must also demonstrate that: (i) the action  
7 meets Washington Civil Rule 23(a)’s class certification requirements of numerosity,  
8 commonality, typicality, and adequacy of representation; and (ii) that the action falls within one  
9 of the three categories of class actions provided for in Washington Civil Rule 23(b). For the  
10 reasons stated below, the Court should preliminarily approve the Settlement, and it should  
11 certify the Settlement Class for settlement purposes pursuant to CR 23(a) and 23(b).

12 **A. The Settlement Class Should Be Certified Because It Satisfies the Requirements of**  
13 **CR 23(a).**

14 **1. Numerosity**

15 Washington Civil Rule 23(a)(1) requires the class to be “so numerous that joinder of all  
16 members is impractical.” CR 23(a)(1). “As a general matter, courts have found that numerosity  
17 is satisfied when class size exceeds 40 members, but not satisfied when membership dips below  
18 21.” *Cottle v. Plaid Inc.*, 340 F.R.D. 356, 370 (N.D. Cal. 2021) (quoting *Slaven v. BP Am., Inc.*,  
19 190 F.R.D. 649, 654 (C.D. Cal 2000)). Impracticability of joinder does not mean impossibility,  
20 but rather difficulty or inconvenience. *Miller v. Farmer Bros. Co.*, 115 Wn. App. 815, 821  
21 (2003). While there is no fixed rule with respect to the requisite number of class members,  
22 more than 40 generally suffices. *Id.* at 822.

23 Here, the class definition includes all individuals residing in the United States whose  
24 Private Information was potentially or actually compromised by the Data Security Incident,  
25 excluding only persons who are directors or officers of Defendants, the Judge assigned to the  
26 Action, and the Judge’s immediate family and Court staff. ¶ 1.8. The proposed Settlement Class

1 encompasses over 340,184 individuals and easily satisfies the numerosity requirement under  
2 CR 23(a)(1). *Id.* Accordingly, the Settlement Class is sufficiently numerous to justify  
3 certification.

## 4 **2. Commonality**

5 The second prerequisite for class certification is the existence of “a single issue  
6 common to all members of the class.” *Smith v. Behr Process*, 113 Wn. App. 306, 320 (2002);  
7 *see also* CR 23(a)(2). As Washington courts have noted, “there is a low threshold to satisfy this  
8 test.” *Behr Process*, 113 Wn. App. at 320. If a defendant has “engaged in a ‘common course of  
9 conduct’ in relation to all potential class members,” class certification is appropriate regardless  
10 of whether “different facts and perhaps different questions of law exist within the potential  
11 class.” *Brown*, 6 Wn. App. at 255; *accord Miller*, 115 Wn. App. at 825; *see also* 1 *Newberg* §  
12 3:10.

13 Here, commonality is met because multiple common issues exist, including (but not  
14 limited to): (i) whether Defendants failed to adequately safeguard Plaintiffs’ and Class  
15 Members’ Private Information; (ii) whether Defendants had a duty to protect Class Members’  
16 data and whether they breached that duty; (iii) whether Defendants’ data security systems, prior  
17 to and during the Data Security Incident, complied with applicable data security laws and  
18 regulations; and (iv) whether Defendants’ conduct rose to the level of negligence. *See* Compl. ¶  
19 243. These common questions are central to the causes of action brought here, will generate  
20 common answers, and can be addressed on a class-wide basis.

## 21 **3. Typicality**

22 The typicality requirement asks whether “the claims or defenses of the representative  
23 parties are typical of the claims or defenses of the class.” CR 23(a)(3). “[A] plaintiff’s claim is  
24 typical if it arises from the same event or practice or course of conduct that gives rise to the  
25 claims of other class members, and if his or her claims are based on the same legal theory.”  
26 *Behr Process*, 113 Wn. App. at 320 (citation omitted). “Where the same unlawful conduct is

1 alleged to have affected both named plaintiffs and the class members, varying fact patterns in  
2 the individual claims will not defeat the typicality requirement.” *Id.*; see also *State v Oda*, 111  
3 Wn. App. 79, 89 (2002), *review denied*, 147 Wn.2d 1018 (2002).

4 Here, Plaintiffs’ and Settlement Class Members’ claims all stem from the same event—  
5 the Data Security Incident—and the cybersecurity protocols that Defendants had (or did not  
6 have) in place to protect Plaintiffs’ and Settlement Class Members’ Private Information. See  
7 S.A. ¶¶ 1.12, 1.31. Each Plaintiff, like each Settlement Class Member, allegedly had their  
8 Private Information stolen in the Data Security Incident. See Compl. ¶¶ 36–45. Thus, Plaintiffs’  
9 claims are typical of the Settlement Class Members’ claims, and the typicality requirement is  
10 satisfied.

#### 11 **4. Adequacy**

12 The fourth prerequisite for class certification is a finding that the named plaintiffs will  
13 “fairly and adequately protect the interest of the class.” CR 23(a)(4). This test is satisfied if (1)  
14 the named plaintiffs are able to prosecute the action vigorously through qualified counsel, and  
15 (2) the named plaintiffs do not have interests that are antagonistic to those of absent class  
16 members. See *De Funis v. Odegaard*, 84 Wn.2d 617 (1974); *Marquardt v. Fein*, 25 Wn. App.  
17 651, 656–57 (1980); *Hansen v. Ticket Track, Inc.*, 213 F.R.D. 412, 415 (W.D. Wash. 2003).

18 Here, Plaintiffs’ interests are aligned with those of the Settlement Class in that they seek  
19 relief for injuries arising out of the same Data Security Incident. See S.A. ¶¶ 1.12, 1.31.  
20 Plaintiffs’ and Settlement Class Members’ Private Information was all compromised by  
21 Defendants in the Data Security Incident. See Compl. ¶¶ 36–45. Under the terms of the  
22 Settlement Agreement, Plaintiffs and Settlement Class Members will all be eligible to claim the  
23 same types of relief. See S.A. ¶ 2.2. Moreover, the Private Information of each Plaintiff and  
24 Settlement Class Member will be better protected going forward as a result of the enhanced  
25 security measures that Defendants have agreed to implement. *Id.* ¶¶ 1.29, 2.4.

1 Further, Class Counsel have decades of combined experience as vigorous data breach  
2 class action litigators and are well suited to advocate on behalf of the Settlement Class. Joint  
3 Decl. ¶ 14. Class Counsel worked cooperatively and efficiently and have devoted substantial  
4 time and resources to this case. *Id.* ¶ 15. This work has included: (i) fully investigating the facts  
5 and legal claims, including interviewing and vetting Plaintiffs; (ii) obtaining and reviewing  
6 documents from Class Members substantiating their claims; (iii) drafting and preparing the  
7 complaint filed on behalf of Plaintiffs; (iv) regularly communicating with Plaintiffs to keep  
8 them informed of the progress in the case and settlement; (v) requesting, obtaining, and  
9 reviewing documents and information from Defendants regarding the Data Security Incident  
10 and Defendants’ remedial measures after the Data Security Incident; (vi) participating in  
11 settlement negotiations with Defendants and mediation scheduled with the Honorable Ronald  
12 B. Leighton (Ret.); (vii) soliciting bids from several claims administrators and working with  
13 Defendants to select the Settlement Administrator; (viii) developing the Notice Program and  
14 distribution plan for the Settlement Agreement; (ix) working with the Settlement Administrator  
15 to finalize the notice and claim forms, and ensure the Settlement Website was created to easily  
16 notify the Settlement Class Members of their rights and obligations under the Agreement; (x)  
17 negotiating and drafting the Settlement Agreement; and (xi) researching and briefing Plaintiffs’  
18 Motion for Preliminary Approval of Class Action Settlement. *Id.* Thus, the requirements of CR  
19 23(a) are satisfied.

20 **B. The Proposed Settlement Satisfies the Requirements of CR 23(b).**

21 “In addition to meeting the conditions imposed by Rule 23(a), the parties seeking class  
22 certification must also show that the action is maintainable under 23(b)(1), (2) or (3).” *Hanlon*,  
23 150 F.3d at 1022. Plaintiffs seek certification of the class under Washington Civil Rule  
24 23(b)(3), which requires a finding that “questions of law or fact common to the members of the  
25 class predominate over any questions affecting only individual members, and that a class action  
26 is superior to other available methods for the fair and efficient adjudication of the controversy.”

1 CR 23(b)(3). The predominance and superiority requirements of CR 23(b)(3) are satisfied  
2 “whenever the actual interests of the parties can be served best by settling their differences in a  
3 single action.” *Cottle*, 340 F.R.D. at 371 (quoting *Hanlon*, 150 F.3d at 1022). This “inquiry  
4 focuses on ‘the relationship between the common and individual issues’ and ‘tests whether  
5 proposed classes are sufficiently cohesive to warrant adjudication by representation.’”  
6 *Stromberg v. Qualcomm Inc.*, 14 F.4th 1059, 1067 (9th Cir. 2021) (quoting *Vinole v.*  
7 *Countrywide Home Loans, Inc.*, 571 F.3d 935, 944 (9th Cir. 2009)).

8 The proposed Settlement Class is well-suited for certification under Washington Civil  
9 Rule 23(b)(3) because questions common to the Settlement Class Members predominate over  
10 questions affecting only individual Settlement Class Members, and the class action device  
11 provides the best method for the fair and efficient resolution of the Settlement Class Members’  
12 claims against Defendants. *See* Compl. ¶¶ 243, 247. When addressing the propriety of  
13 settlement class certification, courts take into account the fact that a trial will be unnecessary  
14 and manageability, therefore, is not an issue. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591,  
15 620 (1997).

### 16 **1. Common Questions Predominate**

17 The predominance requirement “is not a rigid test, but rather contemplates a review of  
18 many factors, the central question being whether ‘adjudication of the common issues in the  
19 particular suit has important and desirable advantages of judicial economy compared to all  
20 other issues, or when viewed by themselves.’” *Sitton v. State Farm Mut. Auto. Ins. Co.*, 116  
21 Wn. App. 245, 254 (2003) (quoting 2 *Newberg* § 4:25). “[A] single common issue may be the  
22 overriding one in the litigation, despite the fact that the suit also entails numerous remaining  
23 individual questions.” *Id.* (quoting 2 *Newberg* § 4.25); *see also Miller*, 115 Wn. App. at 825. In  
24 deciding whether common issues predominate, the Court “is engaged in a pragmatic inquiry  
25 into whether there is a common nucleus of operative facts to each class member’s claim.” *Behr*  
26 *Process*, 113 Wn. App. at 323 (citations and internal marks omitted). In this case, the key

1 predominating questions are whether Defendants had a duty to exercise reasonable care in  
2 safeguarding, securing, and protecting the Private Information of Plaintiffs and the Settlement  
3 Class, and whether Defendants breached that duty. *See* Compl. ¶ 243.

4 Courts around the country have recognized that the types of common issues arising  
5 from data breaches predominate over any individualized issues. *See, e.g., In re Anthem, Inc.*  
6 *Data Breach Litig.*, 327 F.R.D. 299, 312–15 (N.D. Cal. Aug. 15, 2018) (predominance was  
7 satisfied because “Plaintiffs’ case for liability depend[ed], first and foremost, on whether [the  
8 defendant] used reasonable data security to protect Plaintiffs’ personal information,” such that  
9 “the claims rise or fall on whether [the defendant] properly secured the stolen personal  
10 information,” and that these issues predominated over potential individual issues); *see also*  
11 *Hapka v. CareCentrix, Inc.*, 2018 WL 1871449, at \*2 (D. Kan. Feb. 15, 2018) (finding  
12 predominance satisfied in a data breach case, stating “[t]he many common questions of fact and  
13 law that arise from the E-mail Security Incident and [Defendant’s] alleged conduct predominate  
14 over any individualized issues”); *In re The Home Depot, Inc., Customer Data Sec. Breach*  
15 *Litig.*, 2016 WL 6902351, at \*2 (N.D. Ga. Aug. 23, 2016) (common predominating questions  
16 included whether Home Depot failed to reasonably protect class members’ personal and  
17 financial information, whether it had a legal duty to do so, and whether it failed to timely notify  
18 class members of the data breach); *In re Heartland Payment Sys.*, 851 F. Supp. 2d 1040, 1059  
19 (S.D. Tex. 2012) (predominance satisfied in data breach case despite variations in state laws at  
20 issue, concluding such variations went only to trial management, which was inapplicable for  
21 settlement class). Here, common questions predominate because the claims will turn on  
22 evidence concerning Defendants’ uniform cybersecurity policies and practices and the facts  
23 surrounding the Data Security Incident, rather than individualized proof. *See* Compl. ¶ 243.  
24 Evaluation of duties, breach, causation, and reasonableness—if reached—will rely on common,  
25 class-wide evidence regarding those uniform policies and the Data Security Incident.

1           **2. Superiority**

2           “[A] primary function of the class suit is to provide a procedure for vindicating claims  
3 which, taken individually, are too small to justify individual legal action but which are of  
4 significant size and importance if taken as a group.” *Behr Process*, 113 Wn. App. at 318–19  
5 (quoting *Brown*, 6 Wn. App. at 253).

6           Here, the resolution of approximately 340,184 claims in one action is far superior to  
7 litigation via individual lawsuits. *See* S.A. ¶ 1.8. Additionally, settlement class certification—  
8 and class resolution—provide an increase in judicial efficiency and conservation of resources  
9 over the alternative of individually litigating hundreds of thousands of individual data breach  
10 cases arising out of the same data breach. *See Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227,  
11 1234 (9th Cir. 1996) (class litigation is superior when it will reduce costs and conserve judicial  
12 resources); *Zinser v. Accufix Rsch. Inst.*, 253 F.3d 1180, 1190 (9th Cir. 2001) (“Where damages  
13 suffered by each putative class member are not large, this factor weighs in favor of certifying a  
14 class action.”); *id.* at 1191 (class litigation is superior when “a group composed of consumers  
15 or small investors typically will be unable to pursue their claims on an individual basis because  
16 the cost of doing so exceeds any recovery they might secure.” (quoting 7A Charles Alan  
17 Wright, Arthur R. Miller & Mary Kay Kane, *Fed. Prac. and Proc.* § 1779, at 557 (2d ed.  
18 1986))); *CGC Holding Co., LLC v. Broad & Cassel*, 773 F.3d 1076, 1096 (10th Cir. 2014).  
19 Therefore, the predominance and superiority requirements of CR 23(b)(3) are satisfied.

20       **C. The Settlement Terms are Fair, Reasonable, and Adequate.**

21           As stated above, when considering whether a settlement is fair, reasonable, and  
22 adequate, Washington courts consider multiple factors, including: “[1] the likelihood of success  
23 by plaintiffs; [2] the amount of discovery or evidence; [3] the settlement terms and conditions;  
24 [4] recommendation and experience of counsel; [5] future expense and likely duration of  
25 litigation; [6] recommendation of neutral parties, if any; [7] number of objectors and nature of  
26 objections; and [8] the presence of good faith and the absence of collusion.” *Summers*, 29

1 Wash. App. 2d at 499 (quoting *Pickett*, 145 Wn.2d at 188). However, “every factor will not  
2 necessarily be relevant in every case.” *Id.* Each of these factors supports preliminary approval  
3 of the Settlement.

4 **1. The Settlement Provides Substantial Relief to the Settlement Class,**  
5 **Particularly in Light of the Uncertainty of Prevailing on the Merits.**

6 The Settlement guarantees Settlement Class Members real relief for harms suffered  
7 because of the Data Security Incident and also provides Settlement Class Members with  
8 assurance that they are less likely to be subject to similar breaches in the future. Settlement  
9 Class Members who submit Valid Claims may elect to receive: (i) Medical Identity Theft  
10 Protection and Monitoring (ii) reimbursement of documented out-of-pocket losses; and/or (iii)  
11 a *Pro Rata* Cash Payment of the evenly distributed settlement fund after payment of all  
12 approved claims for Out-of-Pocket Losses, Notice and Administration Expenses, and any Fee  
13 and Expenses Award, and Service Awards. S.A. ¶¶ 2.2.1, 2.2.2, 2.2.3.

14 Additionally, separate from and in addition to the Settlement Fund, Defendants have  
15 implemented and maintained certain data security enhancements since the Data Security  
16 Incident. Defendants agree that such enhancements, intended to safeguard Private Information  
17 in their possession from future cyberattacks, are a material benefit to the Settlement Class and  
18 are included in the total Settlement Benefits. Defendants have undertaken the cost and expense  
19 of implementing and maintaining such enhancements, which Defendant estimates cost  
20 approximately \$500,000. *Id.* ¶ 1.29. The Settling Parties agreed to provide the specific  
21 information, to the Court for *in camera* consideration, if requested.

22 The value achieved through the Settlement is guaranteed, where chances of prevailing  
23 on the merits are uncertain. While Plaintiffs strongly believe in the merits of their case, they  
24 also understand that should litigation continue, Defendants will assert a number of potentially  
25 case-dispositive defenses. Proceeding with litigation would open Plaintiffs to the risks inherent  
26 in trying to achieve and maintain class certification and prove liability. Due at least in part to

1 their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally  
2 face substantial hurdles. *See Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ.  
3 6060(RMB)(RLE), 2010 WL 2643307, at \*1 (S.D.N.Y. June 25, 2010) (collecting data breach  
4 cases dismissed at the Rule 12(b)(6) or Rule 56 stage); *In re Canon United States Data Breach*  
5 *Litig.*, No. 20-CV-6239, 2024 U.S. Dist. LEXIS 138499, \*30 (E.D.N.Y. Aug. 5, 2024)  
6 (explaining that “data breach litigation is complex and largely undeveloped”).

7 While Plaintiffs are confident their claims will survive any motion to dismiss filed by  
8 Defendants, ultimate success is far from guaranteed. Class certification is another hurdle that  
9 would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re*  
10 *Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013); *In re*  
11 *Blackbaud, Inc. Customer Data Breach Litig.*, 2024 WL 2155221 (D.S.C. May 14, 2024);  
12 *Maldini v. Marriott Int’l, Inc.*, 140 F.4th 123 (4th Cir. 2025) (decertifying class in a data breach  
13 class action for the second time).

14 Plaintiffs dispute the defenses it anticipates Defendants will likely assert—but it is  
15 obvious their success at trial is not certain. *See In re Onix Grp., LLC Data Breach Litig.*, No.  
16 23-2288, 2024 U.S. Dist. LEXIS 225686, \*27 (E.D. Pa. Dec. 13, 2024) (“[T]here is a risk of  
17 establishing liability, and in turn, damages, because this case involves a number of open  
18 questions, including whether Defendant owed a duty to the class to safeguard sensitive  
19 information, whether Defendant breached that duty, whether the compromised information was  
20 actually viewed by bad actors . . . whether Defendant’s conduct was the proximate cause of the  
21 breach, and the extent to which the class is entitled to recovery.”). Through the Settlement,  
22 Plaintiffs and Settlement Class Members will receive significant benefits in the immediate  
23 future without having to face further risk of receiving no relief.

24 **2. The Settlement was Reached After Significant Investigation and Exchange of**  
25 **Information.**

26 Before entering into settlement discussions on behalf of class members, counsel should

1 have “sufficient information to make an informed decision.” *Linney v. Cellular Alaska*  
2 *Partnership*, 151 F.3d 1234, 1239 (9th Cir. 1998). Here the Settling Parties acted responsibly in  
3 reaching an early settlement. Indeed, “[i]n the context of class action settlements, “formal  
4 discovery is not a necessary ticket to the bargaining table” where the parties have sufficient  
5 information to make an informed decision about settlement.” *Id.* (quoting *In re Chicken*  
6 *Antitrust Litig.*, 669 F.2d 228, 241 (5th Cir. 1982)). Despite the early stage of litigation,  
7 Plaintiffs here were able to complete a fulsome investigation of the facts to reach a complete  
8 understanding of the value of the Action, as well as the attendant risks of continued litigation.  
9 Joint Decl. ¶ 16. Indeed, the Settling Parties engaged in significant informal discovery leading  
10 up to and during the mediation addressing the full scope and impact of the Data Security  
11 Incident, including a detailed summary of the Data Security Incident, and Defendants’ remedial  
12 efforts following the Data Security Incident. *Id.* ¶ 17. After a thorough understanding of the  
13 Data Security Incident, it is the strong opinion of proposed Class Counsel that the Settlement  
14 presents a favorable result for the Settlement Class. *Id.* ¶ 18.

15 **3. The Settlement was the Result of Arm’s Length Negotiations Between the**  
16 **Settling Parties.**

17 Courts recognize that arm’s-length negotiations conducted by competent counsel are  
18 prima facie evidence of fair settlements, as are settlements achieved with the help of a  
19 mediator. *See 2 McLaughlin on Class Actions* § 6:7 (8th ed. 2011) (“A settlement reached after  
20 a supervised mediation receives a presumption of reasonableness and the absence of  
21 collusion.”). This presumption reflects the understanding that vigorous negotiations between  
22 seasoned counsel protect against collusion and advance the fairness consideration of  
23 Washington Civil Rule 23(e). As the United States Supreme Court has held, “[o]ne may take a  
24 settlement amount as good evidence of the maximum available if one can assume that parties of  
25 equal knowledge and negotiating skill agreed upon the figure through arms-length bargaining  
26 . . . .” *Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 852 (1999); *see also Hughes v. Microsoft*

1 *Corp.*, No. C98-1646C, 2001 WL 34089697, at \*7 (W.D. Wash. Mar. 26, 2001) (“A  
2 presumption of correctness is said to attach to a class settlement reached in arms-length  
3 negotiations between experienced capable counsel after meaningful discovery.”); *In re*  
4 *Phenylpropanolamine (PPA) Prods. Liab. Litig.*, 227 F.R.D. 553, 567 (W.D. Wash. 2004)  
5 (approving settlement entered into in good faith, following arm’s-length and non-collusive  
6 negotiations).

7         Here, the settlement is the result of months of arm’s-length negotiations between  
8 experienced attorneys who are highly familiar with data privacy class action litigation. Joint  
9 Decl. ¶¶ 3–14. Further, prior to reaching the Settlement, the Settling Parties engaged in  
10 meaningful informal discovery that allowed each side to understand the factual and legal issues  
11 related to the Data Security Incident. *Id.* ¶¶ 3–5. The Settling Parties also agreed to engage the  
12 Honorable Ronald B. Leighton (Ret.) as a mediator to oversee settlement negotiations in the  
13 action and, prior to mediation, submitted detailed mediation statements addressing the strengths  
14 and weaknesses of their respective claims. *Id.* ¶ 6. *Bianucci v. Rite Aid Corp.*, No. 24-3356,  
15 2025 U.S. Dist. LEXIS 145571, at \*11 (E.D. Pa. July 30, 2025) (“The parties engaged in a full-  
16 day mediation session . . . . The involvement of a neutral mediator demonstrates that these  
17 negotiations were conducted at arm’s length.”); *Beasley v. TTEC Servs. Corp.*, No. 22-cv-  
18 00097, 2023 U.S. Dist. LEXIS 81211, at \*22–23 (D. Colo. May 9, 2023) (“The parties  
19 participated in an all-day mediation session . . . . The Court therefore finds that the negotiations  
20 were done fairly and honestly.”). After a mediator’s proposal, the Settling Parties reached an  
21 agreement in principle to resolve the claims in the Actions and continued to negotiate the final  
22 terms of the Settlement, including finalizing the Settlement Agreement, exhibits, and Notice  
23 Program, as well as determining and confirming remedial measures to enhance Defendants’  
24 data security. *Id.* ¶ 10. The months of arm’s-length settlement negotiations after the disclosure  
25 of meaningful informal discovery supports the conclusion that the Settlement was achieved free  
26 of collusion, the Court should preliminarily approve it.

1                   **4. The Settlement Provides Adequate Relief to the Class.**

2                   As discussed above, the value achieved through the Settlement Agreement is  
3 guaranteed, where chances of prevailing on the merits are uncertain. Further, under the  
4 Settlement, Plaintiffs and Settlement Class Members have multiple opportunities to submit  
5 claims for relief, which are purposefully structured to remedy the harms suffered as a result of  
6 the Data Security Incident, including: (i) Medical Identity Theft Protection and Credit  
7 Monitoring; (ii) reimbursement of out-of-pocket losses; (iii) a *Pro Rata* cash payment evenly  
8 distributed from the net amount of the settlement fund after payment of all approved claims for  
9 out-of-pocket losses, notice and administration expenses, any fee and expenses award, and  
10 service awards. S.A. ¶¶ 2.2.1, 2.2.2, 2.2.3. Even if Settlement Class Members do not have any  
11 out-of-pocket losses, they can **still** submit a claim for monetary relief through a *Pro Rata* Cash  
12 Payment and obtain Medical Identity Theft Protection and Credit Monitoring. *Id.* ¶ 2.2.3. Given  
13 that the Settlement provides Settlement Class Members with meaningful relief and safeguards  
14 against potential future consequences of the Data Security Incident, this factor supports  
15 granting preliminary approval.

16                   **5. Continued Litigation Will be Complex, Lengthy, and Expensive.**

17                   The costs, risks, and delay of continued litigation weigh in favor of settlement approval.  
18 Although Plaintiffs are confident in the merits of their claims, the risks discussed above cannot  
19 be ignored. Joint Decl. ¶ 19. Aside from the potential that either side will lose at trial, Plaintiffs  
20 anticipate incurring substantial additional costs in pursuing this Action further. *Id.* Should  
21 litigation continue, Plaintiffs would need to defeat an almost certain motion to dismiss,  
22 continue with extensive discovery, negotiate and agree to an ESI protocol and protective order,  
23 prepare and file a later motion for summary judgment, and both gain and maintain certification  
24 of the class, before and during trial. *Id.* ¶ 20. Therefore, this factor weighs in favor of granting  
25 preliminary approval.  
26

1           **6. The Reaction of Plaintiffs and the Settlement Class Has Been Positive.**

2           Notice has not yet been issued to the Settlement Class. As such, the Court will have a  
3 better opportunity to fully analyze this factor after Notice is disseminated and Settlement Class  
4 Members are given an opportunity to make claims, opt-out, or object. Nonetheless, Plaintiffs  
5 strongly support the Settlement reached here, Class Counsel believe the Settlement is fair,  
6 reasonable, and adequate, and they anticipate a positive reaction from the Settlement Class.  
7 Joint Decl. ¶ 21. This factor weighs in favor of preliminary approval.

8           **D. The Settlement Administrator Will Provide Adequate Notice.**

9           Washington Civil Rule 23(e)(1) requires the Court to “direct reasonable notice to all  
10 class members who would be bound by” a proposed settlement. Indeed, the parties must  
11 provide “the best notice that is practicable under the circumstances, including individual notice  
12 to all members who can be identified through effort.” CR 23(c)(2). The best practicable notice  
13 is that which “is reasonably calculated, under all the circumstances, to apprise interested parties  
14 of the pendency of the action and afford them an opportunity to present their objections.”  
15 *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

16           The Notice provided under the Settlement Agreement meets all the criteria set forth by  
17 Washington Civil Rule 23 and the Manual for Complex Litigation. *See* S.A. Ex. B and C. Here,  
18 the Settlement Administrator shall disseminate the Short Notice via USPS First Class Mail  
19 and/or email to all Settlement Class Members for which it has mailing addresses and email  
20 addresses. *Id.* ¶ 5.3.3. As stated above, before mailing the Short Notice, the Settlement  
21 Administrator will update the addresses provided by Defendants using the National Change of  
22 Address (NCOA) database. *Id.* Importantly, the Short Notice will direct the recipients to the  
23 Settlement Website and inform Settlement Class Members, among other things, of the Claims  
24 Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of  
25 the Final Fairness Hearing. *Id.* ¶ 1.36. In addition to individualized Notice, the Long Notice,  
26 which contains robust details about the Settlement, will also be available to Settlement Class

1 Members on the Settlement Website, along with all relevant documents. *Id.* ¶ 5.3.2. The  
2 Settlement Website will provide Settlement Class Members with the ability to submit online  
3 Claim Forms and supporting documents. *Id.* The Settlement Administrator will also make a  
4 toll-free telephone line available by which Settlement Class Members can obtain information  
5 about the Settlement and request paper copies of the Short Notice, Long Notice, Claim Form,  
6 and Settlement Agreement be sent to them. *Id.* ¶ 5.34.

7 The Notice program is clear, straightforward, and is designed to inform Settlement  
8 Class Members of their rights and options under the Settlement. Joint Decl. ¶ 22. The Notice  
9 program clearly defines the Settlement Class; outlines the options available to Settlement Class  
10 Members along with the applicable deadlines; presents the essential terms of the Settlement in  
11 an accessible and easy-to-understand format; discloses the requested Service Awards for the  
12 Class Representatives and the amount of attorneys' fees and costs that proposed Class Counsel  
13 intends to seek; explains the procedures for submitting Valid Claims, objections, or requests for  
14 exclusion; provides the information necessary for Settlement Class Members to calculate their  
15 individual recovery; and includes the date, time, and location of the Final Approval Hearing. *Id.*  
16 ¶ 23.

17 The Notice program is designed to be the best practicable under the circumstances,  
18 appraises Settlement Class Members of the pendency of the Action, and gives them an  
19 opportunity to object or exclude themselves from the Settlement. Accordingly, the Notice  
20 program should be approved by this Court.

21 //

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1 **CONCLUSION**

2 For the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs'  
3 Unopposed Motion for Preliminary Approval of Class Action Settlement and enter the  
4 proposed Preliminary Approval Order.

5 DATED this 27th day of March, 2026

6 Respectfully submitted,

7 *s/ Kaleigh N. Boyd*

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*Attorneys Plaintiffs and the Proposed Class*



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

*In re: Mt. Baker Imaging, LLC, Data  
Security Litigation*

Lead Case No. 25-2-00463-37

Consolidated Case Numbers:

25-2-00808-37  
25-2-00814-37  
25-2-00822-37

**SETTLEMENT AGREEMENT**

1 **SETTLEMENT AGREEMENT**

2 This Settlement Agreement, dated February \_\_, 2026, is made and entered into by and  
3 among Plaintiffs Genevieve Bardwell, Jeff Eberlein, Thomas Schumann, Jeffrey Kahn, Daniel  
4 Uitdenhowen, Michael Barr, Leslie Swope, Marc Daniel, and Joanne Herman (“Plaintiffs”) and  
5 Mt. Baker Imaging, LLC and Northwest Radiologists, Inc., P.S. (“Defendants” and together with  
6 Plaintiffs, “Settling Parties”), by and through their respective counsel. This Settlement Agreement  
7 (“Agreement”) is intended by the Settling Parties to fully, finally, and forever resolve, discharge,  
8 and settle all of Plaintiffs’ Released Claims, as defined below, upon and subject to the terms and  
9 conditions hereof, and subject to the Court’s approval.

10 **RECITALS**

11 WHEREAS, this consolidated action arises from the ransomware attack experienced by  
12 Defendants from on or about January 20, 2025, through on or about January 25, 2025, in which  
13 cybercriminals accessed and exfiltrated confidential personally identifiable information (“PII”) and  
14 protected health information (“PHI”) (collectively, “Private Information”) belonging to Plaintiffs  
15 and approximately 340,184 Class Members (the “Data Security Incident”);

16 WHEREAS, each lawsuit brought by Plaintiffs alleged that Plaintiffs’ and Class Members’  
17 Private Information was accessed and stolen from the Defendants’ computer network as a result of  
18 the Defendants’ failure to implement and maintain necessary data security safeguards. Plaintiffs  
19 allege that the Defendants’ unlawful conduct caused damages to Plaintiffs and Class Members,  
20 stemming from the invasion of their privacy and the theft of their Private Information;

21 WHEREAS, on May 16, 2025, the Court entered an Order consolidating *Bardwell, et al. v.*  
22 *Mt. Baker Imaging, LLC, et al.*, No. 25-2-00463-37, *Schumann v. Mt. Baker Imaging, LLC, et al.*,  
23 No. 25-2-00808-37, *Uitdenhowen, et al. v. Mt. Baker Imaging, LLC, et al.*, No. 25-2-00814-37 and  
24 *Eberlein v. Mt. Baker Imaging, LLC, et al.*, No. 25-2-00822-37. Plaintiffs filed their operative  
25 Consolidated Class Action Complaint on June 13, 2025 (“Consolidated Complaint”);

26 WHEREAS, the operative Consolidated Complaint asserts claims against Defendants for  
27 Negligence, Breach of Implied Contract, Invasion of Privacy – Intrusion Upon Seclusion, Unjust  
28 Enrichment, and violations of the Washington Consumer Protection Act (RCW §§ 19.86.010, *et*

1 *seq.*), Washington Data Breach Notification Disclosure Law (RCW §§ 19.255.005, *et seq.*) and  
2 Washington My Health My Data Act (RCW §§ 19.373, *et seq.*) (“Litigation” or “Action”), arising  
3 from the Data Security Incident (as such term is defined below);

4 WHEREAS, Defendants have denied and continue to deny: (a) each and every allegation  
5 and all charges of wrongdoing or liability of any kind whatsoever asserted or which could have  
6 been asserted in this Litigation; (b) that the Plaintiffs in the Litigation, and the class they purport to  
7 represent, have suffered any damage or harm; and (c) that the Litigation satisfies the requirements  
8 to be tried as a class action under Washington law;

9 WHEREAS, without acknowledging or admitting any fault or liability on the part of the  
10 Defendants, the Settling Parties have agreed to enter into this Agreement as a reasonable and  
11 appropriate compromise of Plaintiffs’ and Class Members’ claims to put to rest all controversy and  
12 to avoid the uncertainty, risk, and/or expense of burdensome, protracted, and costly litigation that  
13 would be involved in pursuing and defending this Action. This Agreement is for settlement  
14 purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in  
15 evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in this Action  
16 or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law,  
17 or liability of any kind on the part of Defendants or admission by any of the Settling Parties of the  
18 validity or lack thereof of any claim, allegation, or defense asserted in this Litigation or in any other  
19 action;

20 WHEREAS, the Settling Parties participated in good faith, arms-length settlement  
21 discussions, which included a mediation held on August 14, 2025, with experienced and respected  
22 mediator, Hon. Ronald B. Leighton (Ret.) of Washington Arbitration & Mediation Service;

23 WHEREAS, Class Counsel conducted a thorough examination and evaluation of the  
24 relevant law and facts to assess the merits of the claims to be resolved in this settlement and how  
25 best to serve the interests of the putative class in the Litigation. Based on this investigation and the  
26 negotiations described above, Class Counsel have concluded, taking into account the sharply  
27 contested issues involved, the risks, uncertainty and cost of further pursuit of this Litigation, and  
28 the benefits to be provided to the Settlement Class pursuant to this Agreement, that a settlement

1 with Defendants on the terms set forth in this Agreement is fair, reasonable, adequate and in the  
2 best interests of the putative class;

3 WHEREAS, this Settlement Agreement is intended to fully, finally and forever resolve all  
4 claims and causes of action asserted, or that could have been asserted based upon the facts alleged  
5 in the Complaint, against Defendants and the Released Entities, by and on behalf of the Plaintiffs  
6 and Settlement Class Members, and any other such actions by and on behalf of any other putative  
7 classes of individuals against Defendants originating, or that may originate, in jurisdictions in the  
8 United States, reasonably related to the facts alleged in the Consolidated Complaint.

9 NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Settling Parties, that,  
10 subject to the approval of the Court as provided for in this Agreement, the Litigation and Released  
11 Claims shall be fully and finally settled, compromised, and released, on the following terms and  
12 conditions:

13 **I. DEFINITIONS**

14 As used in this Settlement Agreement, the following terms have the meanings specified  
15 below:

16 1.1 “Action” or “Litigation” means the consolidated cases proceeding under the case  
17 caption *In re: Mt. Baker Imaging, LLC, Data Security Litigation*, No. 25-2-00463-37, pending  
18 before the Court as of the date of this Agreement.

19 1.2 “Agreement” or “Settlement Agreement” means this agreement.

20 1.3 “Claims Administration” means the issuing of notice of this settlement to Class  
21 Members and the processing and payment of claims received from Settlement Class Members by  
22 the Claims Administrator.

23 1.4 “Claims Administrator” means EAG Gulf Coast, LLC, who is experienced in  
24 administering class action claims generally and specifically those of the type provided for and made  
25 in data breach litigation.

26 1.5 “Claims Deadline” means the postmark and/or online submission deadline for valid  
27 claims submitted pursuant to ¶ 2 below. The Claims Deadline is ninety (90) days after the Notice  
28 Commencement date.

1           1.6    “Claim Form” means the claim form to be used by Settlement Class Members to  
2 submit a Settlement Claim, either through the mail or online through the Settlement Website,  
3 substantially in the form as shown in **Exhibit A**.

4           1.7    “Claimant” means a Settlement Class Member who submits a Claim Form for a  
5 Settlement Payment.

6           1.8    “Class Members” means all living persons residing in the United States whose  
7 Private Information was potentially or actually compromised in the Data Security Incident. Class  
8 Members specifically excludes all persons who are directors or officers of Defendants, the Judge  
9 assigned to the Action, and that Judge’s immediate family and Court staff. Class Members consist  
10 of approximately 340,184 individuals. These individuals constitute the “Settlement Class” solely  
11 for purposes of certifying a settlement class in this Litigation.

12          1.9    “Consolidated Complaint” means the Consolidated Class Action Complaint filed in  
13 the Litigation on or about June 13, 2025.

14          1.10   “Costs of Claims Administration” means all actual costs associated with or arising  
15 from Claims Administration. The Claims Administrator shall, from the Settlement Fund, pay all  
16 Costs of Claims Administration subject to approval by Class Counsel.

17          1.11   “Court” means the Superior Court of the State of Washington, County of Whatcom.

18          1.12   “Data Security Incident” means the cyberattack perpetrated on Defendants between  
19 approximately January 20, 2025 and January 25, 2025, which Defendants announced on the Mt.  
20 Baker website on or about March 26, 2025, and first reported to the Washington AG’s Office on or  
21 about July 10, 2025.

22          1.13   “Dispute Resolution” means the process for resolving disputed Settlement Claims  
23 as set forth in this Agreement.

24          1.14   “Final” or “Effective Date” mean the occurrence of all of the following events:  
25 (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court  
26 has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek  
27 permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed  
28 in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which

1 such appeal may be taken, and such dismissal or affirmance has become no longer subject to further  
2 appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fees  
3 award or service award made in this case shall not affect whether the Judgment is "Final" as defined  
4 herein or any other aspect of the Judgment.

5 1.15 "Final Approval of the Settlement" means an order and judgment that the Court  
6 enters and which finally approves the Settlement Agreement without material change to the Parties'  
7 agreed-upon proposed final approval order and judgment.

8 1.16 "Judgment" means a judgment rendered by the Court.

9 1.17 "Long Notice" means the long form notice of settlement to be posted on the  
10 Settlement Website, substantially in the form as shown in **Exhibit B**.

11 1.18 "Notice Commencement Date" means thirty (30) days following entry of the  
12 Preliminary Approval Order.

13 1.19 "Notice Completion Date" means forty-five (45) days after entry of the Preliminary  
14 Approval Order.

15 1.20 "Notice Program" means steps taken by the Claims Administrator to notify Class  
16 Members of the settlement as set forth below.

17 1.21 "Objection Date" means the date by which Settlement Class Members must file with  
18 the Court, with service to Proposed Lead Class Counsel for the Settling Parties, their objection to  
19 the Settlement Agreement for that objection to be effective. The Objection Date is sixty (60) days  
20 after the Notice Commencement Date.

21 1.22 "Opt-Out Date" means the date by which Class Members must mail their requests  
22 to be excluded from the Settlement Class for that request to be effective. The postmark date shall  
23 constitute evidence of the date of mailing for these purposes. The Opt-Out Date is sixty (60) days  
24 after the Notice Commencement Date.

25 1.23 "Person" means an individual, corporation, partnership, limited partnership, limited  
26 liability company or partnership, association, joint stock company, estate, legal representative,  
27 trust, unincorporated association, government or any political subdivision or agency thereof, and  
28

1 any business or legal entity, and their respective spouses, heirs, predecessors, successors,  
2 representatives, or assignees.

3 1.24 “Preliminary Approval Order” means the order preliminarily approving the  
4 Settlement Agreement and ordering that notice be provided to Class Members substantially in the  
5 form attached hereto as **Exhibit D**.

6 1.25 “Proposed Settlement Class Counsel” and “Class Counsel” means Elena A. Belov  
7 of Almeida Law Group LLC, M. Anderson Berry of Emery Reddy PC, and Kaleigh N. Boyd of  
8 Tousley Brain Stephens PLLC.

9 1.26 “Released Entities” means Defendants and Defendants’ respective past or present  
10 officers, directors, employees, servants, members, partners, principals, shareholders, owners,  
11 parents, subsidiaries, divisions, partnerships, and related or affiliated entities, and each of their  
12 respective predecessors, successors, directors, officers, employees, principals, agents, attorneys,  
13 executors, heirs, administrators, joint ventures, personal representatives, assigns, transferees,  
14 trustees, insurers, and reinsurers, and includes, without limitation, any Person or government  
15 (including but not limited to the State of Washington) related to any such entity who is, was, or  
16 could have been named as a Defendant in any of the actions comprising the Litigation.

17 1.27 “Released Claims” shall collectively mean any and all past, present, and future  
18 claims, causes of action, lawsuits, set-offs, costs, expenses, attorneys’ fees, losses, rights, demands,  
19 charges, complaints, actions, suits, petitions, obligations, debts, contracts, penalties, damages, or  
20 liabilities of any nature whatsoever, whether known or unknown, liquidated or unliquidated,  
21 accrued or unaccrued, fixed or contingent, direct or derivative, matured or unmatured, in law or  
22 equity, and any other form of legal or equitable relief that has been asserted, was asserted, or could  
23 have been asserted, by any Settlement Class Member against any of the Released Entities  
24 reasonably related to the operative facts alleged in or otherwise described by the Consolidated  
25 Complaint. Released Claims shall not include the right of any Settlement Class Member or any of  
26 the Released Entities to enforce the terms of the Settlement contained in this Settlement Agreement  
27 and shall not include the claims of Class Members who have timely excluded themselves from this  
28 Settlement using the protocol described herein.

1           1.28 “Service Awards” shall have the meaning ascribed to it as set forth in ¶ 9.1 of this  
2 Settlement Agreement.

3           1.29 “Settlement Benefits” means the following: (1) the non-reversionary cash fund that  
4 shall be established by Defendants in the amount of Three Million Three Hundred Thousand  
5 Dollars (\$3,300,000); and (2) Defendants’ payment of monies in excess of \$500,000 in security  
6 hardening measures resulting from the cybersecurity incidents at issue in this Action referenced in  
7 ¶ 2.4. The “Total Economic Benefits” provided for in this Settlement is therefore approximately  
8 \$3,800,000.00.

9           1.30 “Settlement Claim” means a claim for settlement benefits made under the terms of  
10 this Settlement Agreement.

11           1.31 “Settlement Class Member(s)” means Class Members who do not timely and validly  
12 opt-out of the Agreement by excluding themselves from this settlement proceeding using the  
13 protocol described herein.

14           1.32 “Settlement Class Representatives” or “Representative Plaintiffs” means Genevieve  
15 Bardwell, Jeff Eberlein, Thomas Schumann, Jeffrey Kahn, Daniel Uitdenhowen, Michael Barr,  
16 Leslie Swope, Marc Daniel, and Joanne Herman.

17           1.33 “Settlement Fund” shall mean the \$3,300,000 non-reversionary common fund  
18 established by Defendants pursuant to ¶ 2.1.1 of this Agreement.

19           1.34 “Settling Parties” means, collectively, Defendants and Plaintiffs, individually and  
20 on behalf of the Settlement Class Members.

21           1.35 “Settlement Website” means a dedicated website created and maintained by the  
22 Settlement Administrator, the URL for which to be mutually selected by the Settling Parties, that  
23 will inform Class Members of the terms of this Settlement Agreement, their rights, dates and  
24 deadlines and related information, as well as provide the Class Members with the ability to submit  
25 a Settlement Claim online.

26           1.36 “Short Notice” means the short form notice of the proposed class action settlement,  
27 substantially in the form as shown in **Exhibit C**. The Short Notice will direct recipients to the  
28

1 Settlement Website and inform Class Members of, among other things, the Claims Deadline, the  
2 Opt-Out Date and Objection Date, and the date of the Final Fairness Hearing.

3 1.37 “United States” as used in this Settlement Agreement includes all 50 states, the  
4 District of Columbia, and all territories.

5 1.38 “Valid Claims” means Settlement Claims in an amount approved by the Claims  
6 Administrator or found to be timely and valid through the claims processing and/or Dispute  
7 Resolution process, or through the process for review and challenge set forth in the section entitled,  
8 “Administration of Claims.”

9 **II. SETTLEMENT CLASS BENEFITS**

10 2.1 Settlement Fund. Defendants shall establish a settlement fund as follows:  
11 Defendants and/or their insurers shall create a non-reversionary common fund of Three Million  
12 Three Hundred Thousand Dollars (\$3,300,000) as consideration for the releases obtained in this  
13 Settlement. Within thirty (30) days of an order granting preliminary approval of the Settlement,  
14 Defendants will pay the amount designated by the Claims Administrator that is necessary to fund  
15 notice to the Settlement Class and claims administration into a non-reversionary cash settlement  
16 fund for the benefit of Settlement Class Members. The remainder of the \$3,300,000 (i.e. the  
17 amounts remaining to be paid after the initial payment) will be paid into the non-reversionary cash  
18 settlement fund within sixty (60) days of preliminary approval. As set forth below, the Settlement  
19 Fund will be used to pay for: (i) Compensation for Out-of-Pocket Losses (§ 2.2.1); (ii) Pro Rata  
20 Cash Payments (§ 2.2.3); (iii) Costs of Notice and Claims Administration) (§ 1.10); (iv) service  
21 awards (§ 9.1); and (v) attorney’s fees and litigation expenses (§ 9.2). In the event that the  
22 Settlement Agreement or the releases set forth in § 6 are not approved by the Court or the settlement  
23 set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling  
24 Parties shall be restored to their respective positions in the Litigation and shall jointly request that  
25 all scheduled Litigation deadlines be reasonably extended by the Court to avoid prejudice to any  
26 Settling Party or Settling Party’s counsel; and (ii) the terms and provisions of the Settlement  
27 Agreement shall have no further force and effect with respect to the Settling Parties and shall not be  
28 used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered

1 by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated,  
2 *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order  
3 of the Court or modification or reversal on appeal of any order reducing the amount of attorneys'  
4 fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination  
5 of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement  
6 to the contrary, Defendants shall be obligated to pay amounts already billed or incurred for costs of  
7 notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery  
8 of same from any other party to the Litigation or from counsel to any other party to the Litigation.

9       2.2     Cash Benefits. Defendants agree to make available from the Settlement Fund the  
10 below compensation to Settlement Class Members who submit valid and timely Claim Forms.  
11 Claims will be reviewed for completeness and plausibility by the Claims Administrator. For claims  
12 deemed invalid, the Claims Administrator shall provide Claimants an opportunity to cure, unless  
13 an inability to cure is apparent from the face of the claim, e.g., the Claimant is not a Class Member.

14             2.2.1   Compensation for Out-of-Pocket Losses. All Settlement Class Members  
15 may submit a claim for reimbursement of documented out-of-pocket losses incurred as a direct  
16 result of the Data Security Incident, up to \$5,000. Examples of the kind of documented out-of-  
17 pocket losses that may be claimed include unreimbursed losses relating to fraud or identity theft,  
18 unreimbursed costs of credit monitoring incurred between the time of the Data Security Incident  
19 and the time the claim is submitted, postage, copying, scanning, faxing, mileage and other travel-  
20 related charges, parking, notary charges, research charges, cell phone charges (only if charged by  
21 the minute), long distance phone charges, data charges (only if charged based on the amount of  
22 data used), text message charges (only if charged by the message), bank fees, accountant fees, and  
23 attorneys' fees, all of which must be fairly traceable to the Data Security Incident and must not  
24 have been previously reimbursed by a third party. Expenses must be attested to and supported by  
25 documentation substantiating the full extent of the amount claimed; and

26             2.2.2. Settlement Class Members seeking reimbursement under ¶ 2.2.1 must  
27 complete and submit to the Claims Administrator a Claim Form in a form substantially similar to  
28 the one attached as **Exhibit A**, postmarked or submitted online on or before the Claims Deadline.

1 The notice to the Class Members will specify this deadline and other relevant dates described  
2 herein. The Claim Form must be verified by the Settlement Class Member with a statement that his  
3 or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall  
4 not be required. Claims for Out-of-Pocket Losses must be attested to and supported by third party  
5 documentation substantiating the full extent of the amount claimed. Failure to provide such  
6 supporting documentation, as requested on the Claim Form, shall result in denial of a claim.  
7 Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions  
8 stated in ¶ 10.1.

9           2.2.3. Pro Rata Cash Fund Payments. All Settlement Class Members are eligible  
10 to make a claim for a cash fund payment, regardless of whether they make a claim for Out-of-  
11 Pocket Losses. The *pro rata* cash fund payments will evenly distribute the net amount of the  
12 Settlement Fund, after payment of all approved claims for Out-of-Pocket Losses, Credit  
13 Monitoring, Notice and Administration Expenses, and any Fee and Expenses Award, and Service  
14 Awards, to each Settlement Class Member who submits a valid claim.

15           2.2.4. Medical Identity-Theft Protection and Monitoring. All Settlement Class  
16 Members may submit a Claim for Medical Identity-Theft Protection and Monitoring, the costs of  
17 which will be paid out of the Settlement Fund. Settlement Class Members are eligible to receive  
18 two (2) years of Medical Shield Complete, a medical information protection and monitoring service  
19 offered through CyEx. This service monitors medical and healthcare data to determine whether  
20 consumers' private health information is at risk or has been exposed to medical fraud and comes  
21 with single-bureau credit monitoring. Class Members may claim this service regardless of whether  
22 they make a claim for Out-of-Pocket Losses or Pro Rata Cash Fund Payments. Settlement Class  
23 Members will need to submit a claim and enroll in the program to receive this benefit.

24           2.3 Residual Funds. In the event that there is any portion of the Settlement Fund that  
25 remains after all of the above have been paid, the Parties shall meet and confer regarding the  
26 appropriate use of such residual funds, including the possibility of using residual funds for  
27 additional Settlement Class Member benefits, if practicable, or whether any such funds should be  
28 distributed to the Legal Foundation of Washington consistent with CR 23(f). Given that the

1 intention is that the net amount of the Settlement Fund will be fully paid out to Settlement Class  
2 Members claiming the Pro Rata Cash Fund Payments, it is anticipated that the only Residual Funds  
3 will be from uncashed settlement checks or unnegotiated electronic payments.

4       2.4 Business Practice Enhancements, Including Monetary Investment into Data  
5 Security. Defendants will implement and maintain certain data security enhancements and continue  
6 to maintain such enhancements for a period of five years following the execution of this Agreement.  
7 Defendants agree that such improvements, intended to safeguard Private Information in the  
8 Defendants' possession from future cyberattacks, are a material benefit to the Settlement Class and  
9 are included in the total Settlement Benefits. Defendants agree to identify such data security  
10 enhancements in a confidential declaration to be provided to Class Counsel. The Parties agree that  
11 this declaration may be filed with the Court under seal.

12       2.5 Dispute Resolution. The Claims Administrator, in its discretion to be reasonably  
13 exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the Claimant  
14 has provided all information needed to complete the Claim Form, including any documentation  
15 and/or attestation that may be necessary to reasonably support the Out-of-Pocket Losses described  
16 in ¶ 2.2.1; and (3) the information submitted could lead a reasonable person to conclude that more  
17 likely than not the Claimant has suffered the claimed losses as a result of the Data Security Incident.  
18 The Claims Administrator may, at any time, request from the Claimant, in writing, additional  
19 information as the Claims Administrator may reasonably require in order to evaluate the claim (e.g.,  
20 documentation requested on the Claim Form, information regarding the claimed losses, available  
21 insurance and the status of any claims made for insurance benefits, and claims previously made for  
22 identity theft and the resolution thereof). For any such Settlement Claims that the Claims  
23 Administrator determines to be implausible, the Claims will be deemed invalid and submitted to  
24 counsel for the Settling Parties. If counsel for the Settling Parties agree that any such claim is a  
25 Valid Claim, the Claims Administrator shall follow counsel's joint direction regarding the  
26 disposition of the claim.

27       2.5.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form  
28 that is not accompanied by sufficient documentation to determine whether the claim is facially

1 valid, the Claims Administrator shall request additional information and give the Claimant thirty  
2 (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will  
3 be deemed invalid and there shall be no obligation to pay the claim.

4           2.5.2 Following receipt of additional information requested by the Claims  
5 Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser  
6 amount, or reject each claim. If, after reviewing the claim and all documentation submitted by the  
7 Claimant, the Claims Administrator determines that such a claim is valid, then the claim shall be  
8 paid, subject to the review and challenge process set forth in ¶ 10.1. If the claim is determined to  
9 be invalid, then the Claims Administrator will submit it to counsel for the Settling Parties. If counsel  
10 for the Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator shall  
11 follow counsel's joint direction regarding the disposition of the claim.

12           2.5.3 Settlement Class Members shall have thirty (30) days from receipt of the  
13 offer to accept or reject any offer of partial payment received from the Claims Administrator. If a  
14 Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator  
15 shall have fifteen (15) days to reconsider its initial adjustment amount and make a final  
16 determination. If the Claimant approves the final determination, then the approved amount shall be  
17 the amount to be paid. If the Claimant does not approve the final determination within thirty (30)  
18 days, then the dispute will be submitted to counsel for the Settling Parties within an additional ten  
19 (10) days. The Claims Administrator shall follow counsel for the Settling Parties' joint direction  
20 regarding the disposition of the claim.

### 21           **III. CLASS CERTIFICATION**

22           3.1 The Settling Parties agree, for purposes of this settlement only, to the certification  
23 of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by  
24 the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this  
25 Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class  
26 provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class  
27 had never been certified, without prejudice to any Person or any Settling Party's position on the  
28 issue of class certification or any other issue. The Settling Parties' agreement to the certification of

1 the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any  
2 other proceeding, case or action, as to which all of their rights are specifically preserved. All  
3 discussions and agreements related to the Settlement Agreement shall be considered confidential  
4 and inadmissible pursuant to ER 408.

5 **IV. NOTICE AND CLAIMS ADMINISTRATION**

6 4.1 The Settling Parties selected EAG Gulf Coast, LLC to be the Claims Administrator,  
7 who will be charged with effectuating the Notice Program, including through delivering any notices  
8 in accordance with the Notice Program, and administering the claims process.

9 4.2 The Claims Administrator will cause the Notice Program to be effectuated in  
10 accordance with the terms of this Settlement Agreement and any orders of the Court. The Claims  
11 Administrator may request the assistance of the Parties to facilitate providing Notice(s) and to  
12 accomplish such other purposes as may be approved by Defendants' Counsel and Settlement Class  
13 Counsel. The Parties shall reasonably cooperate with such requests.

14 4.3 The Claims Administrator shall, from the Settlement Fund, pay the entirety of the  
15 Costs of Claims Administration, including the cost of notice(s), subject to approval by Class  
16 Counsel.

17 4.4 After the Court enters an order finally approving the Settlement, the Claims  
18 Administrator shall provide the requested relief to all Settlement Class Members that made Valid  
19 Claims, subject to the individual caps on Settlement Class Member payments set forth in ¶ 2.2  
20 above.

21 **V. PRELIMINARY APPROVAL AND IMPLEMENTATION OF NOTICE**  
22 **PROGRAM**

23 5.1 As soon as practicable after the execution of the Settlement Agreement, Proposed  
24 Settlement Class Counsel and counsel for Defendants shall jointly submit this Settlement  
25 Agreement to the Court, and Proposed Settlement Class Counsel will file an unopposed motion for  
26 preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval  
27 Order in a form substantially similar to the one attached as **Exhibit D**, requesting, among other  
28 things:

- 1 a) certification of the Settlement Class for settlement purposes only pursuant to
- 2 ¶ 3.1;
- 3 b) preliminary approval of the Settlement Agreement as set forth herein;
- 4 c) appointment of Proposed Settlement Class Counsel as Settlement Class
- 5 Counsel;
- 6 d) appointment of Plaintiffs as Settlement Class Representatives;
- 7 e) Approval of the Notice Program and Notices;
- 8 f) Approval of the Claim Form and Claims process; and
- 9 g) Appointment of EAG Gulf Coast, LLC as the Settlement Administrator.

10 The Short Notice, Long Notice, and Claim Form will be reviewed and approved by the Claims  
11 Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the  
12 Court for approval.

13 5.2 The Claims Administrator shall, from the Settlement Fund, pay for providing  
14 notice to Class Members in accordance with the Preliminary Approval Order. Service Awards to  
15 Class Representatives and attorneys' fees, costs, and expenses of Settlement Class Counsel, as  
16 approved by the Court, shall be paid by the Claims Administrator, from the Settlement Fund, as set  
17 forth in ¶ 9.3 below.

18 5.3 Notice shall be provided to Class Members by the Claims Administrator as  
19 follows:

20 5.3.1 Class Member Information: No later than seven (7) days after entry of the  
21 Preliminary Approval Order, Defendants shall provide the Claims Administrator with the name,  
22 last known physical address, and/or email address of each Class Member to the extent known  
23 (collectively, "Class Member Information"). The Class Member Information and its contents shall  
24 be used by the Claims Administrator solely for the purpose of performing its obligations pursuant  
25 to this Settlement Agreement and shall not be used for any other purpose at any time. The Claims  
26 Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise,  
27 the Class Member Information, except to administer the settlement as provided in this Settlement  
28 Agreement, or provide all data and information in its possession to the Settling Parties upon request.

1                   5.3.2 Settlement Website: Prior to the dissemination of the Short Notice, the  
2 Claims Administrator shall establish the Settlement Website that will inform Class Members of the  
3 terms of this Settlement Agreement, their rights, dates and deadlines and related information. The  
4 Settlement Website shall include, in .pdf format and available for download, the following: (i) the  
5 Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement  
6 Agreement; (v) the Consolidated Complaint; and (vi) any other documents required by the Court.  
7 The notice and claim materials will also be available in Spanish on the Settlement Website. The  
8 Settlement Website shall provide Class Members with the ability to complete and submit the Claim  
9 Form electronically. The Claims Administrator shall maintain and update the Settlement Website  
10 throughout the claim period.

11                   5.3.3 Short Notice: Within thirty (30) days after the entry of the Preliminary  
12 Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval  
13 Order, the Claims Administrator will provide the Short Notice to Class Members as follows:

14                   a)       Via U.S. mail to all Class Members for whom Defendants have a mailing  
15 address. Before any mailing under this paragraph occurs, the Claims  
16 Administrator shall run the postal addresses of Class Members through the  
17 United States Postal Service (“USPS”) National Change of Address database  
18 to update any change of address on file with the USPS;

19                   i.       In the event that a mailed Short Notice is returned to the Claims  
20 Administrator by the USPS because the address of the recipient  
21 is no longer valid and the envelope contains a forwarding  
22 address, the Claims Administrator shall re-send the Short Notice  
23 to the forwarding address within seven (7) days of receiving the  
24 returned Short Notice;

25                   ii.       In the event that subsequent to the first mailing of a Short Notice,  
26 and at least fourteen (14) days prior to the Opt-Out and Objection  
27 Deadline, a Short Notice is returned to the Claims Administrator  
28 by the USPS because the address of the recipient is no longer

1 valid, *i.e.*, the envelope is marked “Return to Sender” and does  
2 not contain a new forwarding address, the Claims Administrator  
3 shall perform a standard skip trace, in the manner that the Claims  
4 Administrator customarily performs skip traces, in an effort to  
5 attempt to ascertain the current address of the particular Class  
6 Member in question and, if such an address is ascertained, the  
7 Claims Administrator will re-send the Short Notice within seven  
8 (7) days of receiving such information. This shall be the final  
9 requirement for mailing.

10 b) Mailing the Short Notice shall be substantially completed not later than  
11 forty-five (45) days after entry of the Preliminary Approval Order (the  
12 “Notice Completion Date”).

13 5.3.4 A toll-free help line shall be made available to provide Class Members with  
14 information about the settlement. The Claims Administrator also will provide copies of the forms  
15 of Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon  
16 request.

17 5.4 Contemporaneously with seeking Final Approval of the Settlement, Proposed  
18 Settlement Class Counsel and Defendants shall cause to be filed with the Court an appropriate  
19 affidavit or declaration with respect to complying with the Notice Program.

20 5.5 The Short Notice, Long Notice, and other applicable communications to the  
21 Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and  
22 agreement with the Settling Parties, as may be reasonable and consistent with the Court’s  
23 Preliminary Approval Order. The Notice Program shall commence within thirty (30) days after  
24 entry of the Preliminary Approval Order (the “Notice Commencement Date”) and shall be  
25 substantially completed within forty-five (45) days after entry of the Preliminary Approval Order  
26 (the “Notice Completion Date”).

27 5.6 Proposed Settlement Class Counsel and Defendants’ counsel shall request that after  
28 the Notice Program is completed, and the time to file claims has expired, the Court hold a hearing

1 (which may be held remotely) (the “Final Fairness Hearing”) and grant final approval of the  
2 settlement set forth herein.

3 **VI. OPT-OUT PROCEDURES**

4 6.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and  
5 timely submit written notice of such intent to the designated Post Office Box established by the  
6 Claims Administrator. The written notice must clearly manifest a Person’s intent to opt-out of the  
7 Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date.

8 6.2 Persons who submit valid and timely notices of their intent to opt-out of the  
9 Settlement Class, as set forth in ¶ 6.1 above, referred to herein as “Opt-Outs,” shall not receive any  
10 benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within  
11 the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set  
12 forth in ¶ 6.1 above shall be bound by the terms of this Settlement Agreement, Release, and  
13 Judgment entered thereon.

14 6.3 Within ten (10) days after the Opt-Out Date as approved by the Court, if there have  
15 been more than 250 valid Opt-Outs, Defendants may, by notifying Settlement Class Counsel and  
16 the Court in writing, within five (5) business days from the date the Claims Administrator provides  
17 written notice to Defendants of the number of Opt-Outs, void this Settlement Agreement. If  
18 Defendants void the Settlement Agreement, Defendants shall be obligated to pay all settlement  
19 expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Proposed  
20 Settlement Class Counsel and Service Awards and shall not, at any time, seek recovery of same  
21 from any other party to the Litigation or from counsel to any other party to the Litigation.

22 **VII. OBJECTION PROCEDURES**

23 7.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall  
24 submit a timely written notice of his or her objection by the Objection Date. Such notice shall state:  
25 (i) the objector’s full name and address; (ii) the case name and docket number – *In Re Mt. Baker*  
26 *Imaging, LLC, Data Security Litigation*, No. 25-2-00463-37 (Washington State Superior Court for  
27 Whatcom County); (iii) information identifying the objector as a Settlement Class Member,  
28 including proof that the objector is a Settlement Class Member (e.g., copy of the objector’s  
settlement notice, copy of original notice of the Data Security Incident, or a statement explaining

1 why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all  
2 grounds for the objection, accompanied by any legal support for the objection the objector believes  
3 applicable; (v) the identity of any and all counsel representing the objector in connection with the  
4 objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final  
5 Fairness Hearing; and (vii) the objector's signature. To be timely, written notice of an objection  
6 that substantially complies with ¶ 7.1(i)-(vii) must be mailed, with a postmark date no later than  
7 the Objection Date, to the address designated by the Claims Administrator. For all objections  
8 mailed to the Claims Administrator, Proposed Settlement Class Counsel will file them with the  
9 Court with the Motion for Final Approval of Settlement.

10 7.2 Although the Court's stated policy is to hear from any class member who attends  
11 the Final Fairness Hearing and asks to speak regarding his or her objection to the settlement, the  
12 Parties reserve the right to challenge the objection of any Settlement Class Member who fails to  
13 comply with the requirements for objecting in ¶ 7.1 as having waived and forfeited any and all  
14 rights he or she may have to appear separately and/or to object to the Settlement Agreement, and  
15 assert that such Settlement Class Member is bound by all the terms of the Settlement Agreement  
16 and by all proceedings, orders and judgments in the Litigation. The exclusive means for any  
17 challenge to the Settlement Agreement shall be through the provisions of ¶ 7.1. Without limiting  
18 the foregoing, any challenge to the Settlement Agreement, the Final Approval of the Settlement, or  
19 the Judgment to be entered upon final approval shall be pursuant to appeal under the Washington  
20 State Court Rules of Appellate Procedure and not through a collateral attack.

21 **VIII. RELEASES**

22 8.1 Upon sixty (60) days after the Effective Date, each Settlement Class Member,  
23 including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully,  
24 finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the  
25 Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, excluding  
26 Opt-Outs, but including Plaintiffs, shall directly, indirectly, or in any representative capacity, be  
27 permanently barred and enjoined from commencing, prosecuting, or participating in any recovery  
28

1 in any action in this or any other forum (other than participation in this Settlement Agreement as  
2 provided herein) in which any of the Released Claims is asserted.

3 8.2 Upon sixty (60) days after the Effective Date, Defendants shall be deemed to have,  
4 and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and  
5 discharged, the Settlement Class Representatives, the Settlement Class Members, and Proposed  
6 Settlement Class Counsel, of all claims based upon the institution, prosecution, assertion,  
7 settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the  
8 Settlement Agreement. Any other claims or defenses Defendants may have against the Settlement  
9 Class Representatives, the Settlement Class Members, and the Proposed Settlement Class Counsel  
10 including, without limitation, any claims based upon any retail, banking, debtor-creditor,  
11 contractual, or other business relationship with such Persons not based on the institution,  
12 prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are  
13 specifically preserved and shall not be affected by the preceding sentence.

14 8.3 Notwithstanding any term herein, neither Defendants nor the Released Entities shall  
15 have or shall be deemed to have released, relinquished or discharged any claim or defense against  
16 any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and  
17 Proposed Settlement Class Counsel.

18 **IX. SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES**

19 9.1 After an agreement had been reached as to the essential terms of a settlement (i.e.,  
20 Settlement Class benefits), the Parties negotiated the amount of a service award to the  
21 Representative Plaintiffs. Subject to Court approval, the Representative Plaintiffs shall seek, and  
22 Defendants agree to pay out of the Settlement Fund, a \$4,000 service award to each Representative  
23 Plaintiff. The Claims Administrator shall, from the Settlement Fund, pay the service awards  
24 approved by the Court up to the agreed maximum.

25 9.2 Plaintiffs shall seek an award of attorneys' fees not to exceed one-third of the  
26 Settlement Fund described in ¶ 2.1. above, which award shall be subject to Court approval.  
27 Plaintiffs will also move the Court for an award of their reasonable out-of-pocket costs and  
28

1 expenses. The Claims Administrator shall, from the Settlement Fund, pay the attorneys' fees and  
2 expenses award approved by the Court up to the agreed maximum.

3 9.3 The Claims Administrator shall, from the Settlement Fund, pay the service awards  
4 and attorneys' fees and expenses awarded by the Court to Settlement Class Counsel within fourteen  
5 (14) days after the Effective Date. The attorneys' fees and expenses award will be allocated among  
6 Plaintiffs' Counsel. Proposed Settlement Class Counsel shall have the sole discretion to make the  
7 fee allocations. Defendants bear no responsibility or liability relating to the allocation of the  
8 attorneys' fees and expenses among Plaintiffs' Counsel.

9 9.4 The finality or effectiveness of the Settlement Agreement shall not depend upon the  
10 Court awarding any particular attorneys' fees and expenses award or service award. No order of  
11 the Court, or modification or reversal or appeal of any order of the Court concerning the amount(s)  
12 of any attorneys' fees and expenses, and/or service awards ordered by the Court to Proposed  
13 Settlement Class Counsel or Representative Plaintiffs shall affect whether the Judgment is final or  
14 constitute grounds for cancellation or termination of this Settlement Agreement.

15 **X. ADMINISTRATION OF CLAIMS**

16 10.1 The Claims Administrator shall administer and calculate the claims submitted by  
17 Settlement Class Members under ¶¶ 2.2.1 and 2.2.3. Proposed Settlement Class Counsel and  
18 counsel for Defendants shall be given reports as to both claims and distribution, and have the right  
19 to challenge the claims and distribution set forth in the reports, including by requesting and  
20 receiving, for any approved claim, the name of the Settlement Class Member, a description of the  
21 approved claim, including dollar amounts to be paid as Out-of-Pocket Losses, and all supporting  
22 documentation submitted. If counsel for the Settling Parties agree that any such claim is improper,  
23 the Claims Administrator shall follow counsel's joint direction regarding the disposition of the  
24 claim. If the Settling Parties cannot agree on the disposition of a claim, the Settling Parties, upon  
25 the election of either Settling Party, will submit the claim for disposition to a jointly agreed upon  
26 impartial third-party claim referee for determination. The Claims Administrator's determination of  
27 whether a Settlement Claim is a Valid Claim shall be binding, subject to the above right of review  
28

1 and challenge and the Dispute Resolution process set forth in ¶ 2.5. All claims agreed to be paid in  
2 full by Defendants shall be deemed Valid Claims.

3 10.2 Checks for Valid Claims shall be mailed and postmarked, and electronic payments  
4 shall be issued electronically, within sixty (60) days of the Effective Date, or within thirty (30) days  
5 of the date that the claim is approved, whichever is later.

6 10.3 All Settlement Class Members who fail to timely submit a claim for any benefits  
7 hereunder within the time frames set forth herein, or such other period as may be ordered by the  
8 Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits  
9 pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by,  
10 the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

11 10.4 No Person shall have any claim against the Claims Administrator, Defendants,  
12 Proposed Settlement Class Counsel, Proposed Class Representatives, and/or Defendants' counsel  
13 based on distributions of benefits, or the denial of benefits, to Settlement Class Members.

14 **XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**  
15 **CANCELLATION, OR TERMINATION**

16 11.1 The Effective Date of the settlement shall be conditioned on the occurrence of all  
17 of the following events:

- 18 a) The Court has entered the Preliminary Approval Order, as required by ¶ 5.1;
- 19 b) The Court has entered the Judgment granting final approval to the settlement  
20 as set forth herein; and
- 21 c) Judgment has become Final, as defined in ¶ 1.14.

22 11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied and the Effective Date  
23 does not occur, the Settlement Agreement shall be terminated unless Proposed Settlement Class  
24 Counsel and Defendants' counsel mutually agree in writing to proceed with the Settlement  
25 Agreement.

26 11.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall  
27 furnish to Proposed Settlement Class Counsel and to Defendants' counsel a complete list of all  
28 timely and valid requests for exclusion (the "Opt-Out List").

1           11.4     Except as provided in ¶ 6.3, in the event that the Settlement Agreement is not  
2 approved by the Court or the settlement set forth in this Settlement Agreement is terminated in  
3 accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in  
4 the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended  
5 by the Court so as to avoid prejudice to any Settling Party or Settling Party’s counsel, and (b) the  
6 terms and provisions of the Settlement Agreement shall have no further force and effect and shall  
7 not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order  
8 entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as  
9 vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the  
10 contrary, no order of the Court or modification or reversal on appeal of any order reducing the  
11 amount of attorneys’ fees, costs, expenses, and/or service awards shall constitute grounds for  
12 cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement  
13 in this Settlement Agreement to the contrary, Defendants shall be obligated to pay amounts already  
14 billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute  
15 Resolution pursuant to ¶ 4.1 above and shall not, at any time, seek recovery of same from any other  
16 party to the Litigation or from counsel to any other party to the Litigation. In the event any of the  
17 releases or definitions set forth in ¶¶ 1.26, 1.27, **Error! Reference source not found.**, 8.1, or 8.2  
18 are not approved by the Court as written, the Settlement Agreement shall be terminated and  
19 provisions (a) and (b) of this paragraph shall apply to the Settling Parties and this Agreement unless  
20 Proposed Settlement Class Counsel and Defendants’ counsel mutually agree in writing to proceed  
21 with the Settlement Agreement.

22           11.5     Prior to the Effective Date, Class Counsel may amend the Consolidated Complaint  
23 to include additional Representative Plaintiffs.

## 24 **XII. MISCELLANEOUS PROVISIONS**

25           12.1     The Settling Parties (i) acknowledge that it is their intent to consummate this  
26 agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and  
27 implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts  
28 to accomplish the terms and conditions of this Settlement Agreement.

1           12.2     The Settling Parties intend this settlement to be a final and complete resolution of  
2 all disputes between them with respect to the Litigation. The settlement comprises claims that are  
3 contested and shall not be deemed an admission by any Settling Party as to the merits of any claim  
4 or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the  
5 Settling Parties, and reflects a settlement that was reached voluntarily after consultation with  
6 competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party  
7 determines to be appropriate, any contention made in any public forum that the Litigation was  
8 brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have  
9 any liability to any other Party as it relates to the Litigation, except as set forth herein.

10           12.3     Neither the Settlement Agreement, nor the settlement contained herein, nor any act  
11 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the  
12 settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the  
13 validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the  
14 Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence  
15 of, any fault or omission of any of the Released Entities in any civil, criminal or administrative  
16 proceeding in any court, administrative agency or other tribunal. Any of the Released Entities may  
17 file the Settlement Agreement and/or the Judgment in any action that may be brought against them  
18 or any of them in order to support a defense or counterclaim based on principles of *res judicata*,  
19 collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of  
20 claim preclusion or issue preclusion or similar defense or counterclaim.

21           12.4     The Settlement Agreement may be amended or modified only by a written  
22 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

23           12.5     This Settlement Agreement contains the entire understanding between Defendants  
24 and Plaintiffs individually and on behalf of the Settlement Class Members regarding the Litigation  
25 settlement and this Agreement, and this Agreement supersedes all previous negotiations,  
26 agreements, commitments, understandings, and writings between Defendants and Plaintiffs,  
27 including between counsel for Defendants and Proposed Settlement Class Counsel, in connection  
28

1 with the Litigation settlement and this Agreement. Except as otherwise provided herein, each party  
2 shall bear its own costs.

3 12.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly  
4 authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the  
5 Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also is expressly  
6 authorized to enter into any modifications or amendments to the Settlement Agreement on behalf  
7 of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement  
8 Agreement and to ensure fairness to the Settlement Class.

9 12.7 Each counsel or other Person executing the Settlement Agreement on behalf of any  
10 party hereto hereby warrants that such Person has the full authority to do so.

11 12.8 The Settlement Agreement may be executed in one or more counterparts. All  
12 executed counterparts and each of them shall be deemed to be one and the same instrument.

13 12.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the  
14 successors and assigns of the parties hereto.

15 12.10 The Court shall retain jurisdiction with respect to implementation and enforcement  
16 of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the  
17 Court for purposes of implementing and enforcing the settlement embodied in the Settlement  
18 Agreement.

19 12.11 All dollar amounts are in United States dollars (USD).

20 12.12 Cashing a settlement check (paper or electronic) is a condition precedent to any  
21 Settlement Class Member's right to receive monetary settlement benefits. All settlement checks  
22 shall be void ninety (90) days after issuance and shall bear the language: "This check must be  
23 cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement  
24 Class Member shall have until six months after the Effective Date to request re-issuance. If no  
25 request for re-issuance is made within this period, the Settlement Class Member will have failed to  
26 meet a condition precedent to recovery of monetary settlement benefits, the Settlement Class  
27 Member's right to receive monetary relief shall be extinguished, and Defendants shall have no  
28 obligation to make payments to the Settlement Class Member under ¶¶ 2.2.1 and/or 2.2.3 or any

1 other type of monetary relief. The same provisions shall apply to any re-issued check. For any  
2 checks that are issued or re-issued for any reason more than one hundred eighty (180) days from  
3 the Effective Date, requests for further re-issuance will not be honored after such checks become  
4 void.

5 12.13 All agreements made and orders entered during the course of the Litigation relating  
6 to the confidentiality of information shall survive this Settlement Agreement.

7 IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be  
8 executed.

9  
10 **EMERY REDDY PC**

11 /s/  
12 M. Anderson Berry WSBA No. 63160  
13 600 Stewart Street, Suite 1100  
14 Seattle, WA 98101  
15 916.823.6955 (Tel)  
206.441.8711 (Fax)  
*anderson@emeryreddy.com*

16  
17 /s/  
18 Elena A. Belov (admitted *pro hac vice*)  
19 **ALMEIDA LAW GROUP LLC**  
849 W. Webster Avenue  
Chicago, Illinois 60614  
Telephone: (917) 716-7132  
*elena@almeidawgroup.com*

21 /s/  
22 Kaleigh N. Boyd, WSBA No. 52684  
23 **TOUSLEY BRAIN STEPHENS PLLC**  
1200 Fifth Avenue, Suite 1700  
24 Seattle, Washington 98101  
25 Telephone: (206) 682-5600  
*cjordan@tousley.com*

26 *Attorneys for Plaintiffs and the Settlement*  
27 *Class*  
28

**CIPRIANI & WERNER PC**

/s/  
Jill H. Fertel  
450 Sentry Parkway, Suite 200  
Blue Bell, PA 19422  
Telephone: (610) 567-0715  
*jfertel@c-wlaw.com*

*Attorneys for Defendants*

**MT. BAKER IMAGING, LLC**

*Stephen Buetow, MD*  
Stephen Buetow, MD (Feb 24, 2026 07:45:39 PST)  
By: Stephen Buetow, MD  
Its: Managing Member

**NORTHWEST RADIOLOGISTS, INC., P.S.**

*Stephen Buetow, MD*  
Stephen Buetow, MD (Feb 24, 2026 07:45:39 PST)  
By: Stephen Buetow, MD  
Its: President

1 other type of monetary relief. The same provisions shall apply to any re-issued check. For any  
2 checks that are issued or re-issued for any reason more than one hundred eighty (180) days from  
3 the Effective Date, requests for further re-issuance will not be honored after such checks become  
4 void.

5 12.13 All agreements made and orders entered during the course of the Litigation relating  
6 to the confidentiality of information shall survive this Settlement Agreement.

7 IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be  
8 executed.

9  
10 **EMERY REDDY PC**  
11 /s/ [Signature]  
12 M. Anderson Berry WSBA No. 63160  
13 600 Stewart Street, Suite 1100  
14 Seattle, WA 98101  
15 916.823.6955 (Tel)  
206.441.8711 (Fax)  
*anderson@emeryreddy.com*

**CIPRIANI & WERNER PC**  
/s/ Jill H. Fertel  
Jill H. Fertel  
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*jfertel@c-wlaw.com*

16 *Elena A. Belov*  
17 /s/  
18 Elena A. Belov (admitted *pro hac vice*)  
19 **ALMEIDA LAW GROUP LLC**  
20 849 W. Webster Avenue  
Chicago, Illinois 60614  
Telephone: (917) 716-7132  
*elena@almeidagroup.com*

*Attorneys for Defendants*  
**MT. BAKER IMAGING, LLC**  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

21 /s/ [Signature]  
22 ~~Kaleigh N. Boyd, WSBA No. 52684~~ *McNaul Ebel PLLC*  
23 ~~**TOUSLEY BRAIN STEPHENS PLLC**~~  
24 ~~1200 Fifth Avenue, Suite 1700~~ *600 University Street*  
25 ~~Seattle, Washington 98101~~ *Suite 2700*  
~~Telephone: (206) 682-5600~~ *(206) 467-1816*  
~~*ejordan@tousley.com*~~ *kboyd@mcnaul.com*

**NORTHWEST RADIOLOGISTS, INC., P.S.**  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

26 *Attorneys for Plaintiffs and the Settlement*  
27 *Class*

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Signed by Elena Belov (elena@almeidawgroup.com)  
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**02 / 25 / 2026**  
17:29:43 UTC

The document has been completed.

# Exhibit A

Mt. Baker Claims Administrator  
P.O. Box XXXX  
Baton Rouge, LA, 70821

Your Claim Form must be  
postmarked or submitted online  
no later than [Month DD, 202X]

*In re: Mt. Baker Imaging, LLC, Data Security Litigation, No. 25-2-00463-37*

## CLAIM FORM

### SETTLEMENT BENEFITS – WHAT YOU MAY GET

You may submit a Claim Form if you are a living person residing in the United States whose Private Information was potentially or actually compromised in the Data Security Incident, perpetrated between approximately January 20, 2025 and January 25, 2025, and announced on the Mt. Baker website on or about March 26, 2025.

The easiest way to submit a claim is online at [www.SettlementWebsite.com](http://www.SettlementWebsite.com), or you can complete and mail this Claim Form to the mailing address above.

#### **You may submit a claim for one or more of these benefits:**

##### **(1) Pro Rata Cash Fund Payment:**

All Settlement Class Members are eligible to make a claim for a cash fund payment, regardless of whether they make a claim for Out-of-Pocket Losses. The *pro rata* cash fund payments will evenly distribute the net amount of the Settlement Fund, after payment of all approved claims for Out-of-Pocket Losses, Credit Monitoring, Notice and Administration Expenses, and any Fee and Expenses Award, and Service Awards, to each Settlement Class Member who submits an approved claim.

##### **(2) Compensation for Out-Of-Pocket Losses:**

All Settlement Class Members may submit a claim for reimbursement of documented Out-of-Pocket losses incurred as a direct result of the Data Security Incident, up to \$5,000.

Examples of the kind of documented Out-of-Pocket losses that may be claimed include unreimbursed losses relating to fraud or identity theft, unreimbursed costs of credit monitoring incurred between the time of the Data Security Incident and the time the claim is submitted, postage, copying, scanning, faxing, mileage and other travel-related charges, parking, notary charges, research charges, cell phone charges (only if charged by the minute), long distance phone charges, data charges (only if charged based on the amount of data used), text message charges (only if charged by the message), bank fees, accountant fees, and attorneys' fees, all of which must be fairly traceable to the Data Security Incident and must not have been previously reimbursed by a third party.

##### **(3) Medical Identity-Theft Protection and Monitoring:**

All Settlement Class Members may submit a claim for Medical Identity-Theft Protection and Monitoring, the costs of which will be paid out of the Settlement Fund. Settlement Class Members are eligible to receive two (2) years of Medical Shield Complete, a medical information protection and monitoring service offered through CyEx. This service monitors medical and healthcare data to determine whether consumers' private health information is at risk or has been exposed to medical fraud and comes with single-bureau credit monitoring. Class Members may claim this service regardless of whether they make a claim for Out-of-Pocket Losses or *Pro Rata* Cash Fund Payments.

**Claims must be submitted online or mailed by [Month DD, 202X]. Use the address at the top of this form to mail your Claim Form.**

*Please note: the Settlement Administrator may contact you to request additional documents to process your claim. Your Settlement benefits may decrease depending on the number of claims filed.*

Questions? Go to [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call 1-XXX-XXX-XXXX

For more information and complete instructions visit [www.SettlementWebsite.com](http://www.SettlementWebsite.com).

**Please note that Settlement Benefits will be distributed after the Settlement is approved by the Court and becomes final.**

Questions? Go to [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call 1-XXX-XXX-XXXX

## Your Information

### 1. NAME (REQUIRED):

First Name

MI

Last Name

### 2. MAILING ADDRESS (REQUIRED):

Street Address

Apt. No.

City

State

ZIP Code

### 3. PHONE NUMBER:

 -  - 

### 4. EMAIL ADDRESS:

### 5. Settlement Claim ID:

## Pro Rata Cash Fund Payment

You may elect to make a claim for a *Pro Rata* Cash Fund Payment, regardless of whether you make a claim for Out-of-Pocket Losses. The *Pro Rata* Cash Fund Payments will evenly distribute the net amount of the Settlement Fund, after payment of all approved claims for Out-of-Pocket Losses, Credit Monitoring, Notice and Administration Expenses, and any Fee and Expenses Award, and Service Awards, to each Settlement Class Member who submits an approved claim.

I wish to receive a *Pro Rata* Cash Fund Payment.

### Compensation for Out-of-Pocket Losses

You can receive reimbursement for up to a total of \$5,000.00 for documented Out-of-Pocket expenses directly related to the Data Security Incident and incurred by a Settlement Class Member on or after January 20, 2025, through the time of Claim submission.

Settlement Class Members seeking Compensation for Out-of-Pocket Losses must complete and submit a Claim Form to the Claims Administrator in a form substantially similar to this current form, postmarked or submitted online on or before **Month DD, 202Y**. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. Claims for Out-of-Pocket Losses must be attested to and supported by third party documentation substantiating the full extent of the amount claimed. Failure to provide such supporting documentation, as requested on the Claim Form, shall result in denial of a claim. Expenses must be fairly traceable to the Data Security Incident and must not have been previously reimbursed by a third party. Expenses must be attested to and supported by documentation substantiating the full extent of the amount claimed. Examples of the kind of documented Out-of-Pocket losses that may be claimed are listed below.

Expense Type	Approximate Amount of Expense and Date	Description of Expense or Money Spent and Supporting Documents <small>(Identify what you are attaching, and why it's related to the Data Security Incident)</small>
<i>Unreimbursed losses relating to fraud or identity theft incurred between the time of the Data Security Incident and the time of claim submission. (Provide a detailed description).</i>	Amount: \$ _____ Date: ____ / ____ / ____	
<i>Unreimbursed costs of credit monitoring incurred between the time of the Data Security Incident and the time of claim submission.</i>	Amount: \$ _____ Date: ____ / ____ / ____	
<i>Unreimbursed postage, copying, scanning, faxing, mileage and other travel-related charges, parking, cell phone charges (only if charged by the minute), long distance phone charges, data charges (only if charged based on the amount of data used), or text message charges (only if charged by the message).</i>	Amount: \$ _____ Date: ____ / ____ / ____	
<i>Notary charges, research charges, bank fees, accountant fees, or attorneys' fees.</i>	Amount: \$ _____ Date: ____ / ____ / ____	
<i>Other Out-of-Pocket losses that can be fairly traceable to the Data Security Incident and not previously reimbursed by a third party.</i>	Amount: \$ _____ Date: ____ / ____ / ____	

I attest that the losses or expenses claimed were incurred as a result of the Data Security Incident.

**Questions? Go to [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call 1-XXX-XXX-XXXX**

### Medical Identity-Theft Protection and Monitoring.

All Settlement Class Members may submit a Claim for Medical Identity-Theft Protection and Monitoring, the costs of which will be paid out of the Settlement Fund. Settlement Class Members are eligible to receive two (2) years of Medical Shield Complete, a medical information protection and monitoring service offered through CyEx. This service monitors medical and healthcare data to determine whether consumers' private health information is at risk or has been exposed to medical fraud and comes with single-bureau credit monitoring. Class Members may claim this service regardless of whether they make a claim for Out-of-Pocket Losses or Cash Fund Payments. Settlement Class Members will need to submit a claim and enroll in the program to receive this benefit.

**I wish to receive and am eligible to claim two (2) years of Medical Shield Complete, a medical information protection and monitoring service offered through CyEx.**

### Payment Selection

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

Venmo – Enter the mobile number or email address associated with your Venmo account:

\_\_\_\_\_

PayPal – Enter the mobile number or email address associated with your PayPal account:

\_\_\_\_\_

Zelle – Enter the mobile number or email address associated with your Zelle account:

\_\_\_\_\_

Physical Check - Payment will be mailed to the address provided above.

### Signature

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Exhibit B

**If you are a U.S. resident whose Private Information was potentially or actually compromised in the Mt. Baker Imaging, LLC and Northwest Radiologists, Inc., P.S. Data Security Incident that occurred between January 20 and January 25, 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 \$3,300,000 non-reversionary Settlement Fund has been established to resolve a lawsuit arising from the ransomware attack experienced by Mt. Baker Imaging, LLC and Northwest Radiologists, Inc., P.S. (collectively, “Defendants”) in January 2025 (the “Data Security Incident”).
- You are part of the Settlement Class if you are a U.S. resident whose Private Information was potentially or actually compromised in the Data Security Incident.
- Under the terms of the Settlement, Settlement Class Members who submit timely valid Claims Forms may be able to recover the following benefits:
  - **Reimbursement for Out-of-Pocket Losses:** With supporting documentation showing you incurred losses as a result of the Data Security Incident, you may be eligible for reimbursement up to \$5,000.00.

**AND**

- **Pro Rata Cash Fund Payment:** You may elect to receive a *Pro Rata* Cash Fund Payment from the Net Settlement Fund, which will be distributed evenly among all approved claimants after payment of approved Out-of-Pocket Losses, Credit Monitoring, Notice and Administration Expenses, and any Fee and Expenses Award, and Service Awards.

**AND**

- **Medical Identity-Theft Protection and Monitoring:** You may elect to receive two (2) years of Medical Shield Complete, a medical information protection and monitoring service offered through CyEx. This service monitors medical and healthcare data and includes single-bureau credit monitoring.

**Business Practice Enhancements:** Defendants will improve their data security and keep those improvements in place for five years. These upgrades are meant to safeguard Private Information from future cyberattacks. The cost of these improvements, including \$500,000 in business-practice security enhancements, is included in the total Settlement Benefits, which are approximately \$3,800,000.

**This notice may affect your rights. Please read it carefully.**

Your Legal Rights and Options		Deadline
<b>SUBMIT A CLAIM FORM</b>	The only way to get Settlement Benefits is to submit a Valid Claim.	Submitted online or postmarked by <b>Month DD, 202x</b>
<b>OPT OUT OF THE SETTLEMENT</b>	Get no Settlement Benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	Postmarked by <b>Month DD, 202x</b>
<b>OBJECT TO THE SETTLEMENT</b>	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Postmarked by <b>Month DD, 202x</b>
<b>DO NOTHING</b>	Get no Settlement Benefits. 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 legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Evan Jones of the Superior Court of Washington for Whatcom County is overseeing this case, titled *In re: Mt. Baker Imaging, LLC, Data Security Litigation*, Case No. 25-2-00463-37 (the “Action”). The persons who filed the lawsuits are called the “Representative Plaintiffs” or “Settlement Class Representatives,” and Mt. Baker Imaging, LLC and Northwest Radiologists, Inc., P.S. are the “Defendants.”

### **2. What is this Action about?**

Plaintiffs filed an operative Consolidated Class Action Complaint on June 13, 2025 (“Consolidated Complaint”) arising from the ransomware attack experienced by Defendants on or about January 20, 2025, through on or about January 25, 2025, in which cybercriminals accessed and exfiltrated confidential personally identifiable information (“PII”) and protected health information (“PHI”) (collectively, “Private Information”) belonging to Plaintiffs and nearly 340,184 Class Members (the “Data Security Incident”).

Plaintiffs brought this lawsuit against Defendant alleging that Plaintiffs’ and Class Members’ Private Information was accessed and stolen from the Defendants’ computer network as a result of the Defendants’ failure to implement and maintain necessary data security safeguards. Plaintiffs allege that the Defendants’ unlawful conduct caused damages to Plaintiffs and Class Members, stemming from the invasion of their privacy and the theft of their Private Information

**Questions? Go to [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call 1-XXX-XXX-XXXX**

Without acknowledging or admitting any fault or liability on the part of the Defendants, the Settling Parties have agreed to enter into this Agreement as a reasonable and appropriate compromise of Plaintiffs' and Class Members' claims to put to rest all controversy and to avoid the uncertainty, risk, and/or expense of burdensome, protracted, and costly litigation that would be involved in pursuing and defending this Action.

### 3. Why is the Action 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 defendants 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 "Settlement Class Representatives" or "Representative Plaintiffs" in this lawsuit are Plaintiffs Genevieve Bardwell, Jeff Eberlein, Thomas Schumann, Jeffrey Kahn, Daniel Uittenhoben, Michael Barr, Leslie Swope, Marc Daniel, and Joanne Herman.

### 4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the legal claims made in the Action. The Action has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the Action. The Class Representatives believe 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 Action.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of the Settlement Class if you are an individual residing in the United States whose Private Information was potentially or actually compromised in the Data Security Incident that occurred between January 20 and January 25, 2025. There are approximately 340,184 Settlement Class Members.

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

Yes, the Settlement specifically excludes all persons who are directors or officers of Defendants, the Judge assigned to the Action, and that Judge's immediate family and Court staff.

### 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](http://www.SettlementWebsite.com), call the Claims Administrator's toll-free telephone number at 1-XXX-XXX-XXXX or send an email to: [info@SettlementWebsite.com](mailto:info@SettlementWebsite.com).

Questions? Go to [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call 1-XXX-XXX-XXXX

## 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 an approved claim, you may be eligible for the following Settlement benefits:

#### **(1) Reimbursement for Out-of-Pocket Losses:**

All Settlement Class Members may submit a claim for reimbursement of documented Out-of-Pocket losses incurred as a direct result of the Data Security Incident, up to \$5,000.

Examples of documented Out-of-Pocket losses include unreimbursed losses related to fraud or identity theft, as well as credit monitoring expenses incurred between the time of the Data Security Incident and the time you submit your claim. Other eligible expenses may include postage, copying, scanning, faxing, mileage and travel-related charges, parking, notary and research fees, and certain phone-related costs such as cell phone charges billed by the minute, long distance calls, data charges billed by usage, and text message charges billed per message. You may also claim bank fees, accountant fees, and attorneys' fees. All expenses must be directly connected to the Data Security Incident and cannot have been reimbursed by another party.

Settlement Class Members seeking reimbursement must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before **Month DD, 20YY**. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. Claims for Out-of-Pocket Losses must be attested to and supported by third party documentation substantiating the full extent of the amount claimed. Failure to provide such supporting documentation, as requested on the Claim Form, shall result in denial of a claim.

**AND**

#### **(2) Pro Rata Cash Fund Payment:**

All Settlement Class Members are eligible to make a claim for a *Pro Rata* Cash Fund Payment, regardless of whether they make a claim for Out-of-Pocket Losses. The *Pro Rata* Cash Fund Payments will evenly distribute the net amount of the Settlement Fund, after payment of all approved claims for Out-of-Pocket Losses, Credit Monitoring, Notice and Administration Expenses, and any Fee and Expenses Award, and Service Awards, to each Settlement Class Member who submits a valid claim.

**AND**

#### **(3) Medical Identity-Theft Protection and Monitoring:**

All Settlement Class Members may submit a Claim for Medical Identity-Theft Protection and Monitoring, the costs of which will be paid out of the Settlement Fund. Settlement Class Members are eligible to receive two (2) years of Medical Shield Complete, a medical information protection and monitoring service offered through CyEx. This service monitors medical and healthcare data to determine whether consumers' private health information is at risk or has been exposed to medical fraud and comes with single-bureau credit monitoring. Class Members may claim this service regardless of whether they make a claim for Out-of-Pocket Losses or *Pro Rata* Cash Fund Payments. Settlement Class Members will need to submit a claim and enroll in the program to receive this benefit.

**Questions? Go to [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call 1-XXX-XXX-XXXX**

## **Business Practice Commitments:**

Defendants will improve their data security and keep those improvements in place for five years. These upgrades are meant to safeguard Private Information from future cyberattacks. The cost of these improvements is included in the total Settlement Benefits. Defendants agree to identify such data security enhancements in a confidential declaration to be provided to Class Counsel. The Parties agree that this declaration may be filed with the Court under seal.

### **1. 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.”

### **2. What are the Released Claims?**

The Settlement Agreement Section VIII describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or in the public Court records on file in this lawsuit. For questions regarding the Release 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 BENEFITS FROM THE SETTLEMENT**

### **3. How do I make a Claim for Settlement Benefits?**

To receive any of the Settlement Benefits described in Question 8, you must submit a Valid Claim, **postmarked** or **submitted online** by **MM/DD/YYYY**. Claim Forms may be submitted online at [www.SettlementWebsite.com](http://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:

Mt. Baker Claims Administrator  
P.O. Box **XXXX**  
Baton Rouge, LA 70821

**Claim Forms must be submitted online or by mail postmarked by **MM/DD/YYYY**.**

### **4. 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** or by writing to:

Mt. Baker Claims Administrator  
P.O. Box **XXXX**  
Baton Rouge, LA 70821

**Questions? Go to [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call **1-XXX-XXX-XXXX****

## 5. When will I receive my Settlement benefits?

If you submit a timely and approved claim, payment will be made to you by the Claims 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](http://www.SettlementWebsite.com) for updates.

## 6. How will I receive my payment?

If you submit a timely Claim Form for payment, 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 to receive a physical check. Please ensure you have provided a current and complete email address. If you select a paper check, the Claims Administrator will attempt to send you a check relying on your physical address submitted on your Claim Form.

## THE LAWYERS REPRESENTING YOU

## 7. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Elena A. Belov of Almeida Law Group LLC, M. Anderson Berry of Emery Reddy PC, 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.

Class Counsel may be contacted at the following addresses and phone numbers:

M. Anderson Berry WSBA No. 63160 <b>EMERY REDDY PC</b> 600 Stewart Street, Suite 1100 Seattle, WA 98101 916.823.6955 (Tel) 206.441.8711 (Fax) anderson@emeryreddy.com	Elena A. Belov (admitted pro hac vice) <b>ALMEIDA LAW GROUP LLC</b> 849 W. Webster Avenue Chicago, Illinois 60614 Telephone: (917) 716-7132 elena@almeidawgroup.com	Kaleigh N. Boyd, WSBA No. 50061 <b>TOUSLEY BRAIN STEPHENS PLLC</b> 1200 Fifth Avenue, Suite 1700 Seattle, Washington 98101 Telephone: (206) 682-5600 kboyd@tousley.com
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## 8. How will Class Counsel be paid?

Plaintiffs shall seek an award of attorneys' fees not to exceed one-third (\$1,100,000) of the \$3,300,000 Settlement Fund described in above, which award shall be subject to Court approval. Plaintiffs will also move the Court for an award of their reasonable Out-of-Pocket costs and expenses. The Claims Administrator shall, from the Settlement Fund, pay the attorneys' fees and expenses approved by the Court up to the agreed maximum.

Questions? Go to [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call **1-XXX-XXX-XXXX**

## 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.

### 9. How do I opt out of the Settlement?

If you do not want to be bound by the Settlement, you must mail a written request for exclusion to the Claims Administrator, postmarked by **Month DD, 20YY**. Your request must include:

- (1) The case name (*In re: Mt. Baker Imaging, LLC, Data Security Litigation*);
- (2) Your full name and current address;
- (3) A statement indicating your request to be excluded from the Settlement Class; and
- (4) 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 by Month DD, 20YY**:

Mt. Baker Claims Administrator  
ATTN: Exclusions  
P.O. Box **XXXX**  
Baton Rouge, LA 70821

### You cannot opt out by telephone or by email.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where an opt out has not been signed by each and every individual Settlement Class Member will not be allowed.

### 10. 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.

### 11. 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 Security 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

### 12. 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 Expenses.

To object, you must mail a timely, written objection stating that you object. Your objection must be **postmarked by Month DD, 20YY**.

Questions? Go to [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call **1-XXX-XXX-XXXX**

The objection must also include all of the following information:

- (1) The objector's full name and address;
- (2) The case name and docket number – *In Re: Mt. Baker Imaging, LLC, Data Security Litigation*, No. 25-2-00463-37 (Washington State Superior Court for Whatcom County);
- (3) Information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member (e.g., copy of the objector's settlement notice, copy of original notice of the Data Security Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member);
- (4) A written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (5) The identity of any and all counsel representing the objector in connection with the objection;
- (6) A statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and
- (7) The objector's signature.

To be timely, written notice of an objection in the appropriate form must be mailed and **postmarked by Month DD, 20YY** to the Settlement Administrator at:

Mt. Baker Claims Administrator  
ATTN: Objections  
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 lawsuit.

### 13. 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

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

The Court will hold a Final Approval Hearing on **Month DD, 20YY, at X:XX a.m./p.m.** before the Honorable Evan Jones, Superior Court of Washington for Whatcom County, located at 311 Grand Avenue, Bellingham, WA 98225.

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 and Expenses, and Service Awards. 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 remotely. Any change will be posted at [www.SettlementWebsite.com](http://www.SettlementWebsite.com).

**Questions? Go to [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call 1-XXX-XXX-XXXX**

### 15. Do I have to attend 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 mail your written objection on time, the Court will consider it.

### 16. 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

### 17. 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 Security Incident.

## GETTING MORE INFORMATION

### 18. 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](http://www.SettlementWebsite.com), by calling 1-XXX-XXX-XXXX or by writing to:

Mt. Baker Claims Administrator  
P.O. Box XXXX  
Baton Rouge, LA 70821

**PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK’S OFFICE, OR  
DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

Questions? Go to [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call 1-XXX-XXX-XXXX

# Exhibit C

Mt. Baker Claims Administrator  
P.O. Box XXXX  
Baton Rouge, LA 70821



FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
PERMIT NO. XXXX

Court-Approved Legal Notice

*In re: Mt. Baker Imaging, LLC, Data Security  
Litigation, No. 25-2-00463-37*

**All living persons residing in the United States whose Private Information was potentially or actually compromised in the Data Security Incident announced on the Mt. Baker website on or about March 26, 2025.**

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

[www.SettlementWebsite.com](http://www.SettlementWebsite.com)  
1-XXX-XXX-XXXX

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<<COUNTRY>>



A proposed settlement has been reached related to a ransomware attack experienced by Mt. Baker Imaging, LLC and Northwest Radiologists, Inc., P.S. (“Defendants”) perpetrated between approximately January 20, 2025 and January 25, 2025, in which cybercriminals accessed and exfiltrated confidential personally identifiable information (“PII”) and protected health information (“PHI”) (collectively, “Private Information”) belonging to nearly 340,184 Class Members (the “Data Security Incident”).

**WHAT CAN I GET?** The \$3,300,000 Settlement Fund provides for (i) up to \$5,000 in Compensation for Out-of-Pocket Losses; (ii) a *Pro Rata* Cash Fund Payment; and (iii) 2 years of Medical Identity-Theft Protection and Monitoring services. You may submit a claim to receive the above Settlement Benefits.

**WHO IS INCLUDED?** You received this notice because Defendant’s records show you are a member of the Class. The Class consists of all living persons residing in the United States whose Private Information was potentially or actually compromised in the Data Security Incident.

**CLAIM FORM.** You must submit a Claim Form to receive payment or other benefits as part of the settlement. For *Pro Rata* Cash Fund Payments and Medical Identity-Theft Protection and Monitoring, you may use the attached tear off Claim Form. For reimbursement for Out-of-Pocket Losses, you can submit a claim online or download a Claim Form at [www.SettlementWebsite.com](http://www.SettlementWebsite.com) to mail in. You may also call 1-XXX-XXX-XXXX to request that a Claim Form be mailed to you. The deadline to submit a claim is **Month DD, 202X**.

**OTHER OPTIONS.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month DD, 202X**. If you want to remain part of the Settlement, you may object to it by **Month DD, 202X**. A more detailed notice is available to explain how to exclude yourself or object. Please visit [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call 1-XXX-XXX-XXXX for a copy of the more detailed notice. On **Month DD, 202X** at X:XX a.m./p.m., the Court will hold a Final Fairness Hearing to determine whether to approve the Settlement Agreement. Plaintiffs request for attorneys’ fees not to exceed one-third of the Settlement Fund, for an award of their reasonable Out-of-Pocket costs and expenses, and service awards of \$4,000 for each of the Class Representatives. You or your own lawyer, if you have one, may ask to appear and speak at the hearing (which may be held remotely) at your own cost, but it is not required.

**This notice is a summary. Learn more about the Settlement at [www.SettlementWebsite.com](http://www.SettlementWebsite.com), or by calling toll free 1-XXX-XXX-XXXX.**

<<UNIQUE ID>>

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*In re: Mt. Baker Imaging, LLC, Data Security Litigation, No. 25-2-00463-37*

**Claim Form — Claim ID: [Claim Id]**  
Claims must be postmarked or submitted online no later than **Month DD, 202X**.  
Contact Information (Please fill in completely.)

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Compensation for Out-of-Pocket Losses:** You can receive reimbursement for up to \$5,000.00 for Out-Of-Pocket losses incurred as a result of the Data Security Incident. Because supporting documentation is required, you cannot use this tear-off claim form. **To submit a claim for Out-of-Pocket losses, you must submit your claim online or return the full Claim Form via mail.**

With this tear-off Claim Form, you may select either or both of the following benefits:

- Pro Rata Cash Fund Payment:** I wish to claim a *Pro Rata* Cash Fund Payment and understand this amount may increase or decrease depending upon the number of approved claims for Out-of-Pocket Losses, Credit Monitoring, Notice and Administration Expenses, and any Fee and Expenses Award, and Service Awards
- Credit Monitoring:** I wish to claim two (2) years of Medical Shield Complete, a medical information protection and monitoring service offered through CyEx.

**Select one of the following payment methods:** \*PayPal \_\_\_\_\_ \*Venmo \_\_\_\_\_ \*Zelle \_\_\_\_\_ Check \_\_\_\_\_  
\*Please provide your email address or phone number associated with your PayPal, Venmo or Zelle account:

By signing my name, I swear and affirm I am completing this claim form to the best of my personal knowledge.  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**BARCODE  
NO-PRINT  
ZONE**

BRM POSTAGE

Mt. Baker Claims Administrator  
P.O. Box XXXXX  
Baton Rouge, LA 70821



# Exhibit D

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

*In re: Mt. Baker Imaging, LLC, Data Security  
Litigation*

Lead Case No. 25-2-00463-37

Consolidated Case Numbers:

25-2-00808-37  
25-2-00814-37  
25-2-00822-37

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

19 Plaintiffs, by their Motion for Preliminary Approval, have submitted a proposed Class  
20 Action Settlement Agreement (“Settlement Agreement”) to the Court for review. Having  
21 reviewed the Settlement Agreement and Plaintiffs’ motion and supporting declaration, the  
22 Court FINDS, CONCLUDES, and ORDERS as follows:

23 1. Upon preliminary review, the Court finds the Settlement is fair, reasonable, and  
24 adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly  
25 is preliminarily approved. In making this determination, the Court has considered the monetary  
26 and non-monetary benefits provided to the Settlement Class through the Settlement, the

1 specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms'  
2 length negotiations between the Parties and absence of any collusion in the Settlement, the  
3 effectiveness of the proposed method for distributing relief to the Settlement Class, the  
4 proposed manner of allocating benefits to Settlement Class Members, that the Settlement treats  
5 the Settlement Class Members equitably, and all of the other factors required by Rule 23 and  
6 relevant case law.

7         2.       The Court concludes that the Settlement Agreement is the result of arm's-length  
8 negotiations between the parties after contested litigation. The Settlement Agreement has no  
9 obvious defects and is within the range of possible settlement approval, such that the terms are  
10 reasonable and notice to the Class is appropriate. Capitalized terms appearing in this Order  
11 have the same meaning as used in the Settlement Agreement.

12         3.       The proposed notices to be sent to the Class and posted on the internet at a  
13 Settlement Website to be established by the Settlement Administrator, examples of which are  
14 attached to the Settlement Agreement, are sufficient in detail to provide sufficient notice of the  
15 Settlement Agreement to the Settlement Class. The proposed plan of distribution of the notice  
16 through mail and establishment of a website are likewise sufficient.

17         4.       The forms of Notice fairly, plainly, accurately, and reasonably inform  
18 Settlement Class members of: (1) appropriate information about the nature of this litigation, the  
19 Settlement, the Settlement Class definition, the identity of Class Counsel, and the essential  
20 terms of the Settlement; (2) appropriate information about Class Counsel's forthcoming  
21 application for attorneys' fees and the proposed service awards to the Settlement Class  
22 Representatives; (3) appropriate information about how to participate in the Settlement;  
23 (4) appropriate information about this Court's procedures for final approval of the Settlement,  
24 and about Settlement Class Members' right to appear through counsel if they desire;  
25 (5) appropriate information about how to challenge or opt-out of the Settlement, if they wish to  
26 do so; and (6) appropriate instructions as to how to obtain additional information regarding this

1 litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice informs  
2 Settlement Class Members that any Settlement Class Member who fails to opt-out will be  
3 prohibited from bringing a lawsuit against Defendants Mt. Baker Imaging, LLC and Northwest  
4 Radiologists, Inc., P.S. (collectively, “Defendants” or “Mt. Baker Imaging”) and certain entities  
5 related to Defendants based on or related to any of the claims asserted by Plaintiffs or any  
6 claims substantively similar thereto.

7         5. This Preliminary Approval Order shall become null and void and shall be  
8 without prejudice to the rights of the Parties, all of whom shall be restored to their respective  
9 positions existing before the Court entered this Preliminary Approval Order and before they  
10 entered the Settlement Agreement, if: (a) Settlement is not finally approved by the Court or is  
11 terminated in accordance with the Settlement Agreement; (b) there is no Effective Date; or (c)  
12 if some other condition occurs consistent with the terms of the Settlement Agreement that  
13 nullifies the Settlement. In such event, (i) the Parties shall be restored to their respective  
14 positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be  
15 reasonably extended by the Court so as to avoid prejudice to any Party or Party’s counsel; (ii)  
16 the terms and provisions of the Settlement Agreement shall have no further force and effect  
17 with respect to the Parties and shall not be used in the Litigation or in any other proceeding for  
18 any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms  
19 of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

20         6. The Court finds that the factors of CR 23(a) are satisfied here. The proposed  
21 class consists of approximately 340,184 individuals, and joinder is therefore impracticable. The  
22 claims asserted by the Plaintiffs are both common and typical of the claims of the class  
23 members. The Court finds no conflict of interest presented among Class Counsel or Plaintiffs  
24 with the Settlement Class. In addition, the Court finds that the factors of CR 23(b) are also  
25 satisfied. The Court finds both factual questions and legal issues that are common to the  
26 Plaintiffs’ claims and the Settlement Class that predominate over any individualized issues.

1 Certification of the Settlement Class for settlement purposes is superior to piecemeal litigation  
2 of the Plaintiffs' and Settlement Class Members' claims. The Court therefore certifies as the  
3 Settlement Class the following:

4 **All living persons residing in the United States whose Private**  
5 **Information was potentially or actually compromised in the**  
6 **Data Security Incident.**

7 In addition to anyone who opts out of the Settlement, specifically excluded from the  
8 Settlement Class are:

9 **All persons who are directors or officers of Defendants, the**  
10 **Judge assigned to the Action, and that Judge's immediate**  
11 **family and Court staff.**

12 7. The Court appoints Elena A. Belov of Almeida Law Group LLC, M. Anderson  
13 Berry of Emery Reddy PC, and Kaleigh N. Boyd of Tousley Brain Stephens PLLC as Class  
14 Counsel.

15 8. The Court appoints Genevieve Bardwell, Jeff Eberlein, Thomas Schumann,  
16 Jeffrey Kahn, Daniel Uitdenhoven, Michael Barr, Leslie Swope, Marc Daniel, and Joanne  
17 Herman as Settlement Class Representatives.

18 9. The Court appoints EAG Gulf Coast, LLC as the Claims Administrator in  
19 accordance with the terms of the Settlement Agreement, and finds that it has sufficient  
20 knowledge, skill and expertise to effectively distribute the Notice and to handle the  
21 administration of claims to be submitted by the Settlement Class. The Claims Administrator  
22 shall distribute Notice to the Settlement Class as provided by the Settlement Agreement.

23 10. Before disseminating the Settlement Class Notice, the Settlement Administrator  
24 shall establish a settlement website for the posting of Notices and the Claim Form as provided  
25 in the Settlement Agreement. A copy of this Order; the operative complaint; Class Counsel's  
26 motion for attorneys' fees, costs, and service awards (when filed); and motion for final

1 approval (when filed) shall also be posted on the Settlement Website. Additional filings in the  
2 case may be posted on the site at the request of one or more of the parties.

3 11. Within 30 days of the date of entry of this Order, the Claims Administrator shall  
4 have commenced the Notice Program as provided for in the Settlement Agreement using the  
5 notices and Claim Form substantially in the form specified in the Settlement Agreement.

6 12. Class Counsel shall file their motions for Final Approval and for attorneys' fees,  
7 costs, and class representative service awards at least 14 days before the Opt-Out and Objection  
8 Deadlines.

9 13. The Final Approval Hearing is scheduled for [at least 120 days after the date of  
10 this Order], \_\_\_\_\_ on \_\_\_\_\_, 2026, at the Whatcom County Superior Courthouse, 311  
11 Grand Avenue, Suite 501, Bellingham, WA 98225. Class Counsel and/or Defendants may file a  
12 reply to any objections to the Settlement Agreement or opposition to Class Counsel's fee  
13 request no later than seven days before the Final Approval Hearing.

14 14. All Notice required by this Order and the Settlement Agreement shall notify the  
15 Class of the Objection/Opt-Out Deadline, which shall be the date which is the 60th day after  
16 the first date the Settlement Administrator has sent Notice.

17 15. All Notice required by this Order and the Settlement Agreement, as well as the  
18 Claim Form, shall notify the Class of the Claims Deadline, which shall be a date that is 90 days  
19 after the first date Notice is sent to the class as specified in paragraph 9 of this Order.

20 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

21  
22  
23 \_\_\_\_\_  
24 The Honorable Evan Jones  
25  
26

1 Presented by:

2 **EMERY REDDY PC**

3 /s/

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8 /s/

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13 /s/

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17 *Attorneys for Plaintiffs and the Settlement Class*  
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# 2026-02-20- Mt Baker - Settlement Agreement - FINAL

Final Audit Report

2026-02-24

Created:	2026-02-23
By:	Jason Perry (jperry@nwrads.com)
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Transaction ID:	CBJCHBCAABAAfKKyHNTaL8AopHLKBXGBDZ-zvHhVCBcm

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-  Document created by Jason Perry (jperry@nwrads.com)  
2026-02-23 - 10:50:52 PM GMT
-  Document emailed to Stephen Buetow, MD (sbuetow@nwrads.com) for signature  
2026-02-23 - 10:51:01 PM GMT
-  Email viewed by Stephen Buetow, MD (sbuetow@nwrads.com)  
2026-02-24 - 3:44:08 PM GMT
-  Document e-signed by Stephen Buetow, MD (sbuetow@nwrads.com)  
Signature Date: 2026-02-24 - 3:45:39 PM GMT - Time Source: server
-  Agreement completed.  
2026-02-24 - 3:45:39 PM GMT