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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)
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26 *Attorneys for Plaintiffs and the Settlement*
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28

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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

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9
10 **EMERY REDDY PC**

11 /s/ M. Anderson Berry
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Attorneys for Defendants

MT. BAKER IMAGING, LLC

By: _____
Its: _____

NORTHWEST RADIOLOGISTS, INC., P.S.

By: _____
Its: _____

Title	SETTLEMENT AGREEMENT - ALG SIGNATURE PAGE.PDF
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Document ID	5908fe6c38461012d4103aea7efcf7bb7558b6a5
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IP: 96.236.17.34



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IP: 96.236.17.34



SIGNED

02 / 25 / 2026

17:29:43 UTC

Signed by Elena Belov (elena@almeidalawgroup.com)
IP: 96.236.17.34



COMPLETED

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, 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 or call 1-XXX-XXX-XXXX

For more information and complete instructions visit 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 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 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
SUBMIT A CLAIM FORM	The only way to get Settlement Benefits is to submit a Valid Claim.	Submitted online or postmarked by Month DD, 202x
OPT OUT OF THE SETTLEMENT	Get no Settlement Benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	Postmarked by Month DD, 202x
OBJECT TO THE SETTLEMENT	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Postmarked by Month DD, 202x
DO NOTHING	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 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 Uitenhoven, 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, call the Claims Administrator's toll-free telephone number at 1-XXX-XXX-XXXX or send an email to: info@SettlementWebsite.com.

Questions? Go to 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 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 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 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 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 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 EMERY REDDY PC 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) ALMEIDA LAW GROUP LLC 849 W. Webster Avenue Chicago, Illinois 60614 Telephone: (917) 716-7132 elena@almeidawgroup.com	Kaleigh N. Boyd, WSBA No. 50061 TOUSLEY BRAIN STEPHENS PLLC 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 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 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.

Questions? Go to 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, 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 or call 1-XXX-XXX-XXXX

Exhibit C

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

**BARCODE
NO-PRINT
ZONE**

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

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
1-XXX-XXX-XXXX

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



A 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 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 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, or by calling toll free 1-XXX-XXX-XXXX.

<<UNIQUE ID>>

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 XXXX
Baton Rouge, LA 70821



Exhibit D

**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**

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

1. Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary 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 Uitdenhowen, 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/

4 M. Anderson Berry WSBA No. 63160
5 600 Stewart Street, Suite 1100
6 Seattle, WA 98101
7 916.823.6955 (Tel)
8 206.441.8711 (Fax)
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10 /s/

11 Elena A. Belov (admitted *pro hac vice*)
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16 *elena@almeidalawgroup.com*

17 /s/

18 Kaleigh N. Boyd, WSBA No. 52684
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24 *Attorneys for Plaintiffs and the Settlement Class*






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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-  Document created by Jason Perry (jperry@nwrads.com)
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-  Document e-signed by Stephen Buetow, MD (sbuetow@nwrads.com)
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