

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

MICHAEL BERGESON, individually and on
behalf of all others similarly situated,

Plaintiff(s),

v.

VIRGINIA MASON MEDICAL CENTER,

Defendant.

Case No. 22-2-09089-8 SEA

SETTLEMENT AGREEMENT

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release is entered into between and among Plaintiff Michael Bergeson (“Plaintiff”), individually and on behalf of all others similarly situated, and Virginia Mason Medical Center (“Defendants” or “VMMC”) (collectively, the “Settling Parties”), subject to preliminary and final approval by the United States District Court for the Southern District of New York (the “Court”) as required by Rule 23(e) of the Washington Superior Court Civil Rules;

WHEREAS, the above-captioned action is pending in the Court, alleging, *inter alia*, that VMMC failed to adequately secure personal identifiable information of Plaintiff and the members of the putative class that may have been compromised in a data security incident which occurred on or about January 16, 2022 through on or about January 20, 2022;

WHEREAS, Plaintiff and Class Counsel believe that the factual and legal claims asserted in the Action are meritorious. Class Counsel has investigated the facts relating to the claims and defenses alleged and the underlying events in the Action, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Action, and have conducted a thorough assessment of the strengths and weaknesses of the claims in the Action;

WHEREAS, Defendant asserts numerous legal and factual defenses to the claims made in the Action, and specifically denies each and all of the claims and contentions alleged against it in the Action, and denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action;

WHEREAS, the Settling Parties, through their counsel, have engaged in extensive discussions regarding potential resolution of this matter, before ultimately reaching a settlement in principle as to all claims;

WHEREAS, the Plaintiff and Class Counsel have concluded, after investigation of the facts and after carefully considering the circumstances of the Action, including the claims asserted in the Action, the status of the Action and the possible legal, factual and procedural defenses thereto,

that it would be in the best interests of the Settlement Class to enter into this Agreement, which interests include the substantial value to be derived by this Settlement and the interest in avoiding the uncertainties of litigation and assuring that the benefits reflected herein are obtained for the Settlement Class; that the Plaintiff considers the Settlement set forth herein to be fair, reasonable and adequate and in the best interests of the Settlement Class; and Plaintiff and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class;

WHEREAS, Defendant, after vigorous, arms-length negotiations, has agreed to provide certain monetary and non-monetary measures in settlement for the benefit of the Settlement Class, as provided in this Agreement;

WHEREAS, Defendant, despite its belief that it has valid and complete defenses to the claims asserted against it in the Action, has nevertheless agreed to enter into this Agreement to reduce and avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and thereby to resolve this controversy, without any admission of wrongdoing or liability whatsoever;

NOW, THEREFORE it is agreed by and between the undersigned on behalf of Defendant and Plaintiff, on behalf of the Settlement Class, that any and all claims asserted, or that could have been asserted, against Defendant and the Released Persons relating to the Data Incident, by and on behalf of Plaintiff and Settlement Class Members, and any other such actions by and on behalf of any other consumers and putative classes of consumers originating, or that may originate, in jurisdictions in the United States against Defendant and the Released Persons relating to the Data Incident, subject to the approval of the Court, on the following terms and conditions.

I. DEFINITIONS

In addition to the terms defined at various points within the Agreement, the following definitions of terms apply throughout the Agreement.

1. **“Action”** means the action captioned *Bergeson et al. v. Virginia Mason Medical Center*, Case No. 22-2-09089-8 SEA in the Superior Court of the State of Washington, County of King.
2. **“Agreement”** or **“Settlement Agreement”** means this agreement.
3. **“Approved Claims”** means any Claim Forms approved by the Settlement Administrator or found to be valid through the appeal process described in Paragraph 44 of this Agreement.
4. **“Claim Form”** or **“Claim Forms”** means the form substantially in the form of Exhibit A attached hereto that Settlement Class Members must complete and submit on or before the Claim Deadline to receive the benefits contemplated by this Agreement.
5. **“Claim Deadline”** means the last day to submit a timely Claim Form, which will be ninety (90) days after the Notice Deadline.

6. **“Class” or “Class Members”** means all persons who were sent written notification by VMMC that their personally identifiable information was potentially compromised as the result of the Data Incident. The Class specifically excludes: (i) all Class Members who timely and validly request exclusion from the Settlement Class; (ii) the Judge assigned to evaluate the fairness of this settlement; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

7. **“Class Counsel”** means David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC.

8. **“Complaint”** means the operative Class Action Complaint filed by Plaintiff on June 17, 2022 in the Action.

9. **“Data Incident”** means the cyber incident that took place against VMMC on or about January 16, 2022 through on or about January 20, 2022.

10. **“Defendant” or “VMMC”** means Virginia Mason Medical Center.

11. **“Defendant’s Counsel” or “VMMC’s Counsel”** means Kyle Rekofke, Brian Middlebrook and John Mills of Gordon Rees Scully Mansukhani, LLP.

12. **“Effective Date”** has the meaning ascribed in Paragraph 48 of this Agreement.

13. **“Final Approval Hearing”** means the hearing to determine whether the Settlement of the Action should be given final approval and whether the applications of Class Counsel for attorneys’ fees, costs and expenses and class representative service award should be approved.

14. **“Motion for Final Approval”** means the motion to be filed by the Plaintiffs pursuant to Paragraph 47 of this Agreement.

15. **“Motion for Preliminary Approval”** means the motion to be filed by the Plaintiffs pursuant to Paragraph 39 of this Agreement. This Agreement shall be an exhibit to the Motion for Preliminary Approval.

16. **“Notice(s)”** means the written notices to be sent to the Class pursuant to the Preliminary Approval Order, as set forth in Paragraph 40 of this Agreement.

17. **“Notice Deadline”** means the last day by which Notice must begin issuing to the Class, and will initially occur thirty (30) days after entry of the Preliminary Approval Order.

18. **“Objection Deadline”** means the deadline for objections to the Settlement to be specified in the Notices, which date shall be sixty (60) days from the Notice is scheduled to be mailed by the Settlement Administrator.

19. **“Opt-Out Deadline”** means the deadline for requests to opt-out of the Settlement to be specified in the Notices, which date shall be sixty (60) days from the Notice is scheduled to be mailed by the Settlement Administrator.

20. **“Order and Final Judgment”** means an order of the Court granting Final Approval of the Settlement and the corresponding final judgment. A proposed form of the Order and Final Judgment is attached hereto as Exhibit E.

21. **“Party” or “Parties”** mean the Plaintiff, acting on behalf of the Settlement Class, and Defendant.

22. **“Plaintiff” or “Settlement Class Representative”** means Michael Bergeson.

23. **“Preliminary Approval Order”** means an order issued by the Court preliminarily approving the Settlement provided for in this Agreement. A proposed form of the Preliminary Approval Order is attached hereto as Exhibit D.

24. **“Released Claims”** means any and all claims and causes of action including, without limitation, any causes of action under or relying on the Washington State Uniform Healthcare Information Act; the Washington State Consumer Protection Act; negligence; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy/intrusion upon seclusion; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident and alleged theft of personally identifiable information, protected health information, or other personal information or the allegations, facts, or circumstances described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

25. **“Released Persons”** means Virginia Mason Medical Center and its respective present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and related entities, and any and all of their past, present, and future predecessors, officers, directors, employees, principals, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, and subrogees.

26. **“Settlement”** means the settlement reflected by this Agreement.

27. **“Settlement Court” or “Court”** means the Superior Court of the State of Washington, County of King.

28. **“Settlement Administrator”** means Postlethwaite & Netterville or another settlement administrator selected by Defendant with the consent of the Plaintiff.

29. **“Settlement Class” or “Settlement Class Member”** means all Class Members other than any Settlement Class Opt-Outs.

30. **“Settlement Class Opt-Out”** means any person or entity falling within the definition of the Class who timely and validly submits a request for exclusion from the Settlement Class in accordance with the procedures set forth in Paragraph 46 below and the Settlement Long-Form Notice.

31. **“Settlement Long-Form Notice”** refers to the notice to be made available to the Class on the Settlement website maintained by the Settlement Administrator, without material alteration from Exhibit B hereto (except where necessary to render it electronically accessible), in accordance with Paragraph 40(c) below.

32. **“Settlement Short-Form Notice”** refers to the notice to be provided to the Class by mail, in substantially the same form as Exhibit C hereto, in accordance with Paragraph 40(b) below.

33. **“Unknown Claims”** means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiff expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment shall have, waived the provisions, rights and remedies conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.980, *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to, California Civil Code § 1542, which provides:

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

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

II. SETTLEMENT TERMS

34. Class Benefit. Subject to the terms of this Agreement, Defendant shall make available the following benefits (none of which are mutually exclusive) to Settlement Class Members who have submitted valid Claim Forms:

(a) Credit Monitoring and Identity Theft Protection Services. Settlement Class Members can elect to enroll in TransUnion *myTrueIdentity* credit monitoring and identity protection services, or other comparable service, for a period of two (2) years by submitting the Claim Form by the Claim Deadline. This service shall include credit monitoring from all three bureaus, access to credit reports, and \$1 million in identity theft insurance.

(b) Reimbursement for Ordinary Out-of-Pocket Losses. Settlement Class Members may submit a claim for Reimbursement of Ordinary Out-of-Pocket Losses up to Five Hundred Dollars and Zero Cents (\$500.00) per Settlement Class Member that have not already been reimbursed through another source, including but not limited to the TransUnion *myTrueIdentity* identity theft insurance or any other credit card, credit monitoring/identity protection or financial service, by submitting the Claim Form by the Claim Deadline, subject to the terms and conditions below.

(i) “Ordinary Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of class member’s personal information; (ii) costs incurred on or after January 16, 2022, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

(ii) Settlement Class Members who elect to submit a claim for Reimbursement of Ordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting Ordinary Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

(iii) The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Ordinary Out-of-Pocket Losses reflects losses incurred, are valid claims and are fairly traceable to the Data Incident based upon, including

but not limited to, the timing of the loss and the type of information used to commit identity theft or fraud and whether that information is fairly traceable to the Data Incident. The Settlement Administrator may contact Class Members to seek clarification regarding submitted claims prior to determining their validity.

(iv) Class Members shall not be reimbursed for Ordinary Out-of-Pocket Losses if they have already been reimbursed for the same Ordinary Out-of-Pocket Losses by another source, including but not limited to the TransUnion *myTrueIdentity* identity theft insurance or any other credit card, credit monitoring/identity protection or financial service.

(v) Claims for Reimbursement for Ordinary Out-of-Pocket Losses can be combined with claims for Reimbursement for Attested Time; however, those claims are subject to a combined \$500.00 aggregate cap. In no event shall an Approved Claim for Reimbursement of Ordinary Out-of-Pocket Losses and Reimbursement for Attested Time exceed, in the aggregate, Five Hundred Dollars and Zero Cents (\$500.00).

(c) Reimbursement for Extraordinary Out-of-Pocket Losses. Class Members may submit a claim for Reimbursement of Extraordinary Out-of-Pocket Losses up to Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) per Class Member that have not already been reimbursed through another source, including but not limited to the TransUnion *myTrueIdentity* identity theft insurance or any other credit card, credit monitoring/identity protection or financial service, despite the Settlement Class Member's best efforts to seek such reimbursement, by submitting the Claim Form by the Claim Deadline, subject to the terms and conditions below.

(i) "Extraordinary Out-of-Pocket Losses" are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Breach including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of class member's personal information; (ii) costs incurred on or after January 16, 2022 associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Extraordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

(ii) Settlement Class Members who elect to submit a claim for Reimbursement of Extraordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Class Member's name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Class Member has been reimbursed for the loss by another source. Documentation supporting Extraordinary Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

(iii) The Settlement Administrator shall have the sole discretion and authority to determine whether the claim for Reimbursement of Extraordinary Out-of-Pocket Losses, including

whether and to what extent documentation for Extraordinary Out-of-Pocket Losses reflects losses incurred, are valid claims and are fairly traceable to the Data Incident based upon, including but not limited to, the timing of the loss and the type of information used to commit identity theft or fraud and whether that information is fairly traceable to the Data Breach. Additionally, in determining whether a claim for Reimbursement of Extraordinary Out-of-Pocket Losses is valid, the Settlement Administrator must determine that: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; (3) the loss occurred on or after January 16, 2022; (4) the loss is not already covered by one or more of the normal reimbursement categories provided under this Settlement Agreement; and (5) the Settlement Class Member has made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the benefits made available to the Settlement Class Member under the TransUnion *myTrueIdentity* identity theft insurance or any other credit card, credit monitoring/identity protection or financial service. The Settlement Administrator may contact Class Members to seek clarification regarding submitted claims prior to determining their validity.

(iv) Class Members shall not be reimbursed for Extraordinary Out-of-Pocket Losses if they have already been reimbursed for the same Extraordinary Out-of-Pocket Losses by another source, source, including but not limited to the TransUnion *myTrueIdentity* identity theft or any other credit card, credit monitoring/identity protection or financial service. Additionally, as set forth above, in order for a claim for Reimbursement of Extraordinary Out-of-Pocket Losses to be a valid claim, Settlement Class Members must demonstrate that they have made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the benefits made available to the Settlement Class Member under the TransUnion *myTrueIdentity* identity theft insurance or any other credit card, credit monitoring/identity protection or financial service.

(d) Reimbursement for Attested Time. Settlement Class Members may submit a claim for up to three (3) hours of time spent remedying issues related to identity theft directly caused by the Data Incident (“Attested Time”) at Twenty Dollars and Zero Cents (\$20.00) per hour by submitting the Claim Form by the Claim Deadline.

(i) Settlement Class Members who elect to submit a claim for Reimbursement for Attested Time must provide to the Settlement Administrator the information required to evaluate the claim, including a brief description of the time incurred including the activities undertaken by the Settlement Class Member.

(ii) The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments for Attested Time. The Settlement Administrator may contact Settlement Class Members to seek clarification regarding any submitted claim prior to determining their validity.

(iii) Claims for Reimbursement for Attested Time can be combined with claims for Reimbursement for Ordinary Out-of-Pocket Losses; however, those claims are subject to a combined \$500.00 aggregate cap. In no event shall an Approved Claim for Reimbursement of Ordinary Out-of-Pocket Losses and Reimbursement for Attested Time exceed, in the aggregate, Five Hundred Dollars and Zero Cents (\$500.00).

(e) Confirmatory Discovery. Defendant represents that it has adopted and implemented additional security measures following the Data Incident to further strengthen the security of its systems. Within 30 days of the Preliminary Approval Order, Defendant will provide confidential confirmatory discovery including: (1) documentation regarding updated policies and information security enhancements taken by Defendant since the Data Incident; (2) production of the current cybersecurity policies and procedures; and (3) such other documents as necessary to establish to Plaintiff's counsel that Defendant has adopted and implemented additional data security measures to further strengthen the security of its systems. The information provided by Defendant pursuant to this Paragraph 34(e) shall be treated as confidential and cannot be used for any purpose other than enforcement of this Settlement Agreement. Nothing about this Paragraph 34(e) shall create any contractual rights to any present or future equitable remedy requiring Defendant to make or maintain any particular security processes or procedures in the future.

35. Class Counsel's Attorneys' Fees and Expenses. Plaintiff will move the Court for an order awarding Class Counsel's application of attorneys' fees and costs not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00). This term was negotiated only after the Parties reached an agreement as to the Class' benefits provided for in Paragraph 34. Any attorneys' fees and expenses approved by the Court in accordance with this Paragraph shall be paid by check within thirty (30) days after the Effective Date and Defendant's Counsel's receipt of a completed IRS Form W-9 for Class Counsel, whichever is later.

(a) Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiff's counsel and any other attorneys for Plaintiff. Defendant and its insurers and reinsurers shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

(b) In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

36. Class Representative Service Award. Plaintiff will move the Court for an order awarding the application of a service award not to exceed One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00). Any service award approved by the Court in accordance with this Paragraph shall be paid by check within thirty (30) days after the Effective Date or Defendant's Counsel's receipt of a completed IRS Form W-9 for Plaintiff, whichever is later.

(a) In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and costs and expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

(b)

III. IMPLEMENTATION OF SETTLEMENT

37. Reasonable Best Efforts to Effectuate This Settlement. Consistent with the terms of this Agreement and notwithstanding the rights of the Parties to terminate this Agreement as set forth herein, the Parties and their counsel agree to cooperate and to use their reasonable best efforts, including all steps and efforts contemplated by this Agreement and any other reasonable steps and efforts that may be necessary or appropriate, by order of the Settlement Court or otherwise, to carry out the terms of this Agreement.

38. Class Certification for Settlement Purposes Only. The Parties acknowledge and agree and hereby stipulate that: (i) the Class will be certified for settlement purposes only pursuant to this Agreement, (ii) Defendant reserves the right to object to class certification de novo in the event this Agreement is terminated for any reason, (iii) this Agreement shall have no precedential effect with regard to any motion for certification of a litigation class that may be filed if this matter is not fully and completely resolved through this settlement effort; and (iv) this Agreement shall have no precedential effect with regard to any other lawsuit against Defendant that may be pending now or in the future, other than in a proceeding seeking to enforce this Agreement.

39. Motion for Preliminary Approval. Following the execution of this Agreement, the Plaintiff shall promptly file a Motion for Preliminary Approval seeking entry of the Preliminary Approval Order in the form annexed hereto as Exhibit D.

40. Notice to the Class.

(a) List of the Class Members. Within seven (7) days of entry of the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator a list of the names, last known addresses, and last known electronic mail addresses of the Settlement Class Members.

(b) Notice. Within thirty (30) days of the entry of the Preliminary Approval Order, the Settlement Administrator shall send Settlement Short-Form Notice to the Settlement Class Members by U.S. Mail.

(c) Settlement Long Form Notice. A detailed Settlement Long Form Notice, attached as Exhibit B hereto, will be made available to the Settlement Class Members on the Settlement website to be maintained by the Settlement Administrator in accordance with Paragraph 40(d) below.

(d) Website. The Settlement Administrator shall maintain a website, beginning on or before the Settlement Notice is sent and ending no later than one month after the Effective Date. The website includes copies of the Complaint, Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, Settlement Long-Form Notice, Claim Form, motions for Class Counsel's attorneys' fees, expenses, Motions for Final Approval, and Order and Final Judgment. The website shall also provide applicable Settlement deadlines and answers to frequently asked questions.

(e) Settlement Administrator Phone Line. The Settlement Administrator will provide a recorded phone line for any frequently asked questions, which will be agreed to by both Parties. In addition, the Settlement Administrator will provide an option to speak with a live customer

service representative for the limited purpose of requesting a copy of any of the Settlement Long-Form Notice or Claim Form.

(f) Proof of Notice. Plaintiff shall file with the Motion for Final Approval, or at such other time required by the Court, a declaration from the Settlement Administrator confirming that notice has been provided to the Class in accordance with Paragraph 40.

41. Payment of Expenses Related to Notice and Administration. Defendant will pay all costs incurred and fees charged by the Settlement Administrator in providing notice to the Settlement Class in accordance with Paragraph 40 and otherwise administering the Settlement.

42. Claim Forms. Settlement Class Members may submit Claim Forms electronically via the website referenced in Paragraph 40(d) or physically by mail to the Settlement Administrator. Claims Forms must be submitted electronically or postmarked by the applicable Claim Deadline. Claim Forms must be submitted individually by a Settlement Class Member, not as or on behalf of a group, class, or subclass, except that the Claim Forms may be submitted by a legal representative of a deceased Settlement Class Member or a Settlement Class Member who has been adjudicated to be mentally incompetent. If Claim Forms are submitted by a legal representative of a deceased or mentally incompetent Settlement Class Member, the Claim Forms must be submitted together with a copy of a court order or other documentation from which the Settlement Administrator can reasonably verify the authority of the legal representative to act on behalf of the Settlement Class Member.

43. Claim Form Disputes. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (ii) the Settlement Class Member has provided the information needed to complete a Claim Form, including any documentation that may be necessary to reasonably support the claim for Reimbursement of Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses or Attested Time and/or entitlement to Credit Monitoring and Identity Theft Protection Services; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the Settlement Class Member has suffered the claimed losses as a result of the Data Incident. In the event a Claim Form was timely submitted by a Settlement Class Member and is deficient, the Settlement Administrator may, at any time, request from the Settlement Class Member in writing, additional information as the Settlement Administrator may require in order to evaluate the Claim Forms, e.g., documentation requested on the Claim Forms, information regarding the claimed losses, available insurance, and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof. To the extent the Settlement Administrator determines a Claim Form is deficient in whole or part, the Settlement Administrator is authorized to informally resolve the deficiency within a reasonable time prior to sending a formal deficiency notice to a Settlement Class Member. If the deficiency remains unresolved, the Settlement Administrator shall formally notify the Settlement Class Member, counsel for the Plaintiffs and the Settlement Class, and counsel for Defendant of the deficiency(ies) and provide the Settlement Class Member ten (10) days to cure the deficiencies. If a Settlement Class Member attempts to cure but, in the sole discretion of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within seven (7) days of the Settlement Class Member's supplemental submission. The Settlement Administrator may consult with counsel for the Parties prior to making any such determinations.

44. Appeal Process. If the Settlement Administrator determines that a Claim Form is deficient, and the Settlement Class Member fails to cure the deficiency, the Settlement Administrator shall inform the Settlement Class Member of his or her right to dispute the determination in writing and request an appeal within fourteen (14) days. If an individual disputes a determination in writing and requests an appeal, the Settlement Administrator shall provide a copy of the Settlement Class Member's dispute and claims form along with all documentation and other information submitted by the Settlement Class Member to counsel for the Parties. Counsel for the Parties will confer regarding the claim submission within five (5) business days of receipt of such documentation/information from Settlement Administrator. Counsel for the Parties' approval or denial of the Settlement Class Member's claim, in whole or in part, will be final. If counsel for the Parties cannot agree on approval or denial of the Settlement Class Member's claim, in whole or in part, the dispute will be submitted to a mutually agreeable claims referee to be identified at Defendant's cost. The claims referee will make a decision within five (5) business days of the submissions by counsel for the Parties. The claims referee's decision will be final and not subject to appeal or further review.

45. Objections. Any Settlement Class Member who wishes to object to the Settlement must send a signed, written objection to the Settlement Administrator by the Objection Deadline (or other date required by the Court). Written objections must set forth the following:

- (a) the name of the proceedings ("*Bergeson v. Virginia Mason Medical Center*");
- (b) the Settlement Class Member's full name, current mailing address, and telephone number;
- (c) a statement of the specific grounds for the objection, as well as any documents supporting the objection;
- (d) the identity of any attorneys representing the objector; and
- (e) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Written objections must be served concurrently upon Plaintiff's Counsel and Defendant's Counsel at the addresses set forth herein. Settlement Class Members who fail to make objections in the manner specified in Paragraph 45 of this Agreement will be deemed to have waived any objections and will be foreclosed from making any objections, whether by a subsequent objection, intervention, appeal, or any other process. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenges to the Settlement Agreement and/or the Order and Final Judgment shall be pursuant to appeal under applicable Court rules and not through a collateral attack.

46. Opt-Outs. A Settlement Class Member may opt out of the Settlement by submitting an opt-out request to the Settlement Administrator by U.S. mail, as set forth in the Notice. Any such opt-out request, in order to be timely, must be postmarked by the Opt-Out Deadline (or other date required by the Court). The Request for Exclusion must set forth the following:

- (a) The name of this Action ("*Bergeson v. Virginia Mason Medical Center*");

- (b) the full name, address, and telephone number of the person requesting to be excluded;
- (c) the words “*Request for Exclusion*” at the top of the document; and
- (d) a declaration stating “I request that I be excluded from the Settlement Class in *Bergeson v. Virginia Mason Medical Center*, and do not wish to participate in the settlement. I understand that by requesting to be excluded from the Settlement Class, I will not receive any benefits under the Settlement.”

Requests to opt-out must be exercised individually by a Settlement Class Member, not as or on behalf of a group, class, or subclass. Within three (3) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to counsel for the Settling Parties a complete list of all timely and valid requests for exclusion, which shall be submitted to the Court in advance of the Final Approval Hearing. All Settlement Class Members who do not timely and properly exclude themselves from the Settlement Class shall be bound by this Agreement, and their claims shall be released as provided for herein.

A Settlement Class Member cannot submit an opt-out request and a Claim Form. If a Settlement Class Member submits an opt-out request and a Claim Form, the Settlement Administrator will determine based on the communication with the latest date (provided it is timely) whether the Settlement Class Member intends to opt out or submit a Claim Form.

47. Motion for Final Approval. The parties shall request a Final Approval Hearing date of at least 110 days after the Court enters the Preliminary Approval Order. Plaintiff shall file a Motion for Final Approval seeking final approval of the Settlement and entry of final judgment. Plaintiff shall provide Defendant a draft of such papers before filing and thus provide the opportunity to review and comment. Defendant shall cooperate with Plaintiff to obtain final approval of the Settlement consistent with the terms herein. The Final Approval Order and Judgment shall be substantially similar to the proposed order attached as Exhibit E.

48. Effective Date of Settlement. The Settlement detailed in this Agreement shall be effective five (5) days after all of the following events have occurred: (1) approval by the Court of this Agreement, following notice to the Class and a Final Approval hearing; (2) entry by the Court of an Order and Final Judgment; (3) if any member of the Class timely files a valid objection to the Settlement, the expiration of any time for appeal or review of an Order and Final Judgment, or, if any appeal is filed, after an Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by writ of certiorari; (4) the expiration of time to appeal or seek permission to appeal from the Order and Final Judgment or, if any appeal is filed, after the Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by writ of certiorari; and (5) this Agreement is no longer subject to termination by any Party as provided for in Section IV.

49. Provision of Credit Monitoring Services. The Settlement Administrator shall send an activation code to each Settlement Class Member who submitted a valid Claim Form within thirty (30) days of the validation of the Claim Form according to the process set forth in Paragraph 42 or thirty (30) days after the Effective Date, whichever is later, which can be used to activate

Credit Monitoring Services via an enrollment website maintained by the provider of the service. Such enrollment codes shall be sent via U.S. mail. Credit Monitoring Services claimants may activate Credit Monitoring Services for a period of at least one-hundred and twenty (120) days from the date the Settlement Administrator sends the activation code.

50. Payment of Other Benefits. Payments for Reimbursement of Ordinary Out-of-Pocket Losses, Reimbursement of Extraordinary Out-of-Pocket Losses and Reimbursement for Attested Time will be made by the Settlement Administrator within thirty (30) days of validation of the Claim Form according to the process set forth in Paragraph 42 or thirty (30) days after the Effective Date, whichever is later. Fourteen (14) days after the Effective Date, the Settlement Administrator shall invoice Defendant for claims to be paid from the prior month. Within ten (10) days, Defendant will provide the Settlement Administrator with the funds to pay the claims made during the previous month. To the extent claims are finally approved after the deadline for payment as set forth in this Paragraph, the Settlement Administrator shall invoice Defendant for claims to be paid within thirty (30) days, and Defendant will provide the Settlement Administrator with the funds to pay the claims made during the previous month within thirty (30) days.

51. Returned Checks. For any check or draft issued to a Settlement Class Member returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

52. Uncashed Checks. To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

53. Deceased Class Members. If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel and Ibex's Counsel.

54. All Claims Satisfied. Each Settlement Class Member shall look solely to the relief described in Paragraph 34 for settlement and satisfaction, as provided herein, of all Released Claims. No Settlement Class Member, or their respective heirs, executors, trustees, administrators, representatives, agents, partners, successors, attorneys, and assigns, shall have any claim against the Defendant, Defendant's Counsel, Plaintiff, or Class Counsel based on the distribution of benefits to Settlement Class Members.

III. RELEASES AND JURISDICTION OF SETTLEMENT COURT

55. Release of Released Entities. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Members, including Plaintiff, and each of their respective heirs, executors, trustees, administrators, representatives, agents, partners, successors, attorneys, and assigns (the "Releasing Parties") shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally and forever released, relinquished acquitted, and discharged any and all Released Claims against Released Persons. Further, upon the Effective Date, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other form (other than participation in the settlement as provided for herein) in which any of the Released Claims is asserted.

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

57. Limitation of Liability. The Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers, shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of claims made or benefits available pursuant to this Agreement; (iii) the formulation, design or terms of the disbursement of the claims made or benefits available pursuant to this Agreement; and (iv) the determination, administration, calculation or payment of any claims made pursuant to this Agreement.

58. Indemnification. The Settlement Administrator shall defend, indemnify and hold harmless the Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers for (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of claims made or benefits available pursuant to this Agreement; (iii) the formulation, design or terms of the disbursement of the claims made or benefits available pursuant to this Agreement; and (iv) the determination, administration, calculation or payment of any claims made pursuant to this Agreement.

59. Consent to Jurisdiction. The Parties and the Settlement Administrator hereby irrevocably submit to the exclusive jurisdiction of the Settlement Court for purposes of any suit, action, proceeding or dispute arising out of, or relating to, this Agreement or the applicability of this Agreement.

60. Resolution of Disputes; Retention of Jurisdiction. Any disputes between or among the Parties concerning matters contained in this Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to the Settlement Court for resolution. The Settlement Court shall retain jurisdiction over the implementation and enforcement of this Agreement.

IV. TERMINATION OF THE AGREEMENT

61. Rejection or Material Alteration of Settlement Terms. Defendant and the Plaintiffs shall each have the right to terminate this Agreement by providing written notice of their election to do so to each other within seven (7) days of: (1) the Settlement Court declining to enter the Preliminary Approval Order in a form materially consistent with this Settlement Agreement and indicating that it would not enter a Preliminary Approval Order if the Parties make revisions that were materially consistent with this Settlement Agreement; (2) the Settlement Court declining to enter an Order and Final Judgment in a form materially consistent with this Agreement (other than determining, in the Settlement Court's sole discretion, the amount of the attorneys' fees and expenses award and service award in accordance with Paragraphs 35 and 36) and indicating that it would not enter an Order and Final Judgment if the Parties make revisions that were materially consistent with this Settlement Agreement; (3) the date upon which the Order and Final Judgment is modified or reversed in any material respect by any appellate court, which indicates that the Settlement cannot be approved if the Parties make revisions that are materially consistent with this Settlement Agreement (except with respect to the amount of the attorneys' fees and expenses or service award); (4) Defendant's receipt of more than fifteen (15) Opt-Outs (exclusions) after the Opt-Out Deadline from the Settlement Administrator as set forth in Paragraph 46; or (5) the mutual agreement of Plaintiff and Defendant to terminate the Agreement. If an option to terminate this Agreement arises under this paragraph, no Party is required for any reason or under any circumstance to exercise that option. In the event that Defendant opts to terminate this Agreement pursuant to this Paragraph 61(4), Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Plaintiff's Counsel and service award(s). Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement.

62. Return to Pre-Agreement Status. In the event any of the Parties exercise the right of termination enumerated in Paragraph 61, this Agreement shall be null and void and shall have no force and effect, the Parties shall jointly request that any orders entered by the Settlement Court in accordance with this Agreement be vacated, and the rights and obligations of the Parties shall be identical to those prior to the execution of this Agreement. In the event either Party exercises any right of termination, the Parties agree to jointly request that the Settlement Court provide a reasonable opportunity to engage in such other further proceedings as were contemplated before the Parties entered into this Agreement.

63. No Admission of Liability / Compromise of Disputed Claims. The Parties hereto agree that this Agreement, whether or not the Effective Date occurs, and any and all negotiations, documents and discussions associated with it shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by Defendant or of the truth of any of the claims or allegations contained in the Complaint; and evidence thereof shall not be discoverable or used directly or indirectly by the Plaintiffs or any third party, in any way for any purpose, except that the provisions of this Agreement may be used by the Parties to enforce its terms, whether in the Action or in any other action or proceeding. This Agreement and all of the terms herein constitute compromises and offers to compromise under applicable federal rules of court and statutes. In the event that this Agreement is terminated pursuant to Paragraph 61, nothing in this Agreement or its negotiation may be used in the Action or in any proceeding for any purpose. The Parties expressly waive the potential applicability of any doctrine, case law, statute, or regulation, which, in the absence of this paragraph of this Agreement, could or would otherwise permit the admissibility into evidence of the matters referred to in this paragraph. The Parties expressly reserve all their rights and defenses if the Settlement set forth in this Agreement does not become final and effective substantially in accordance with the terms of this Agreement. The Parties also agree that this Agreement, any orders, pleadings or other documents entered in furtherance of this Agreement, and any acts in the performance of this Agreement are not intended to be, nor shall they in fact be, admissible, discoverable or relevant in any other case or other proceeding against Defendant to establish grounds for certification of any class, to prove either the acceptance by any Party hereto of any particular theory of coverage, or as evidence of any obligation that any Party hereto has or may have to anyone. This provision shall survive any termination of this Agreement.

V. REPRESENTATIONS AND WARRANTIES

64. Authorization to Enter this Agreement. The undersigned representative of Defendant represents and warrants that he or she is fully authorized to enter into and to execute this Agreement on behalf of Defendant. Class Counsel represent and warrant that they are fully authorized to conduct settlement negotiations with Defendant's Counsel on behalf of Plaintiff and to enter into, and to execute, this Agreement on behalf of Plaintiff and the Settlement Class, subject to Settlement Court approval.

65. Assignment. Plaintiff represents and warrants that he has not assigned or transferred any interest in the Action which is the subject of this Agreement, in whole or in part.

66. Representation. Plaintiff acknowledges that he has been represented by counsel of his own choosing in the Action and the negotiation and execution of this Agreement, fully understands this Agreement, and that he has had a reasonable and sufficient opportunity to consult with counsel before executing this Agreement.

VI. ADDITIONAL PROVISIONS

67. Intent. The Settling Parties acknowledge that it is their intent to consummate this Agreement, and that they intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action.

68. Use of this Agreement. The provisions of this Agreement, and any orders, pleadings or other documents entered in furtherance of this Agreement, may be offered or received in evidence solely (i) to enforce the terms and provisions hereof or thereof, (ii) as may be specifically authorized by a court of competent jurisdiction after hearing upon application of a Party hereto, (iii) in order to establish payment or a defense in a subsequent case, including res judicata, or (iv) to obtain Court approval of this Agreement.

69. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

70. Headings. The headings to this Settlement Agreement have been inserted for convenience only and are not to be considered when construing the provisions of this Agreement.

71. Construction. This Agreement shall be construed and interpreted to effectuate the intent of the Parties. Plaintiff intends for the Settlement to provide fair compensation to Plaintiff and the Class. Defendant intends for the agreement to provide for a complete resolution by the Releasers of the Released Claims with respect to the Released Entities. This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

72. Choice of Law. All terms of this Agreement shall be governed by and interpreted according to the substantive laws of the State of Washington without regard to its choice of law or conflict of laws principles.

73. Amendment or Waiver. This Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party or their counsel, who may only sign with the permission of their clients. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous.

74. Modification. Prior to entry of the Final Order and Judgment, this Agreement may, with approval of the Court, be modified by written agreement of the Parties or their counsel, who may only sign with the permission of their clients, without giving any additional notice to the Settlement Class, provided that such modifications are not materially adverse to the Settlement Class. To the extent that Class Members desire to be notified regarding any additional changes as described in this paragraph, or otherwise after the initial notice of the Settlement, the preliminary approval hearing and the Final Approval Hearing, they must file with the Settlement Court in this Action a request for notice, or send such a request in writing to the Settlement Administrator or Class Counsel, who shall maintain a list of all such requests that are received. Class Members who have and who provide an e-mail address agree to electronic notification. The provisions of this section advising Class Members of this requirement shall be included in the Settlement Long Form Notice.

75. Execution in Counterparts. This Agreement may be executed in counterparts. Facsimile signatures, electronic signatures obtained through a service ensuring an authentication process, or signatures in PDF format shall be considered as valid signatures as of the date thereof, and may be filed with the Settlement Court.

76. Integrated Agreement. This Agreement, including the exhibits hereto, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and between the Parties hereto, and supersedes any prior oral or written agreements and contemporaneous oral agreements among the Parties. Exhibits to this Agreement are integral to the Agreement and are hereby incorporated and made part of this Agreement.

77. Notices. All notices and other communications required or permitted under this Agreement, other than requests to opt-out of the proposed Settlement, shall be in writing and delivered in person, by overnight delivery service or by facsimile as follows:

If to the Plaintiff:

David K. Lietz
Milberg Coleman Bryson Phillips Grossman, PLLC
5335 Wisconsin Avenue NW, Suite 440
Washington, D.C. 20015
dlietz@milberg.com

If to Defendant:

Brian Middlebrook
John T. Mills
Gordon Rees Scully Mansukhani, LLP
One Battery Park Plaza, 28th Floor
New York, New York 10004
bmiddlebrook@grsm.com
jtmills@grsm.com

78. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

79. Confidential Information. The Settlement Administrator shall keep confidential any personal identifying information of the Class Members, and any financial information of Defendant, that has or may come into their possession.

80. Deadlines. In the event any date or deadline set forth in this Settlement Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

81. Retention of Records. The Settlement Administrator shall retain copies or images of all mailed notices or records thereof, returned mailed notices, correspondence related to the Settlement and Settlement checks for a period of one-hundred and eighty (180) days after the Effective Date. After this time, the Settlement Administrator will provide these records to Defendant’s Counsel, and the Settlement Administrator shall destroy any such documentary records they have in their possession.

82. Contact with Class Members. Defendant may communicate with the Class Members in the ordinary course of its business. Defendant will refer inquiries regarding this Agreement and the administration of the Settlement to the Settlement Administrator.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed.

SIGNATURES OF THE PARTIES

MICHAEL BERGESON

Dated: March ^{03/14}__, 2023


Miche (Mar 14, 2023 16:44 PDT)

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
Class Counsel


Dated: March ¹⁴__, 2023



By: David K. Lietz
Title: Partner
Address: 5335 Wisconsin Avenue NW, Suite 440
Washington, D.C. 20015
Email: dlietz@milberg.com

VIRGINIA MASON MEDICAL CENTER

Dated: March ¹⁰__, 2023

DocuSigned by:

D12AF831A9761EF...

Name: Lisa Lipscomb

Title: Claim Manager

GORDON REES SCULLY MANSUKHANI, LLP
Counsel for Defendant (as to form only)

Dated: March ¹⁰ __, 2023

DocuSigned by:
Brian Middlebrook

By: Brian Middlebrook
Title: Partner
Address: One Battery Park Plaza, 28th Floor
New York, New York 10004
Email: bmiddlebrook@grsm.com