

If you were notified by Grays Harbor Public Hospital of the June 2019 Data Incident, you may be eligible for a payment from a class action settlement.

Para una notificación en Español, visitar www.GHCHsettlement.com

A state court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.

- A settlement has been proposed in a class action lawsuit against Grays Harbor County Public Hospital District No. 2, Grays Harbor Community Hospital, GHCH Physician Services, LLC d/b/a Harbor Medical Group (collectively “Grays Harbor”) relating to a cyberattack against Grays Harbor’s computer systems that occurred in June 2019 (the “Data Incident”). The computer systems possibly affected by the Data Incident potentially contained certain personal and protected health information (such as name, address, phone number, Social Security number, services performed and diagnosis information, driver’s license information, health insurance information, referring provider information, medical record number, and dates of service) relating to current and former Grays Harbor patients.
- If you received a notification from Grays Harbor of the Data Incident, you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides payments to people who submit valid claims for out-of-pocket expenses and charges that were incurred and plausibly arose from the Data Incident, and for other extraordinary unreimbursed monetary losses.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can get payment.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will not get any payment from the Settlement, but you also will not release your claims against Grays Harbor. This is the only option that allows you to be part of any other lawsuit against Grays Harbor or related parties for the legal claims resolved by this Settlement.
OBJECT TO THE SETTLEMENT	Write to the Court and Counsel with reasons why you do not agree with the Settlement.
GO TO THE FINAL FAIRNESS HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
DO NOTHING	You will not get payment from this Settlement and you will give up certain legal rights. Submitting a claim form is the only way to obtain payment from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.GHCHsettlement.com or call 1-844-979-3320.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Superior Court of the State of Washington, County of Grays Harbor. The case is known as *Bailey v. Grays Harbor County Public Hospital et al.*, Case No. 20-2-00217-14 (the “Lawsuit”). The person who filed the Lawsuit is called that Plaintiff and the entities they sued, Grays Harbor, is called the Defendant.

2. What is this lawsuit about?

The Lawsuit claims that Grays Harbor was responsible for the Data Incident and asserts claims such as: violation of the Washington State Uniform Healthcare Information Act; violation of the Washington State Consumer Protection Act; negligence; intrusion upon seclusion/invasion of privacy; violation of the Washington State Constitution’s right to privacy; breach of express contract; and breach of implied contract. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident.

Grays Harbor has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Chelcie Bailey) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class Members. One Court and one judge resolves the issues for all Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Grays Harbor. Instead, the Plaintiff negotiated a settlement with Grays Harbor that allows both Plaintiff and Grays Harbor to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment without further delay. The Class Representative and her attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that Grays Harbor did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class Member if you previously received a notification from Grays Harbor of the Data Incident.

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

Yes. Specifically excluded from the Settlement Class are: (i) Grays Harbor and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) 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* (a no-contest plea, while not technically a guilty plea, has the same immediate effect as a guilty plea and is often offered as part of a plea bargain) to any such charge.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement will provide payments to people who submit valid claims.

There are two types of payments that are available: (1) Expense Reimbursement (Question 8, below) and (2) Extraordinary Expense Reimbursement (Question 9, below). You may submit a claim for either or both types of payments. In order to claim each type of payment, you must provide related documentation with the Claim Form.

The total amount of money paid by Grays Harbor for Expense Reimbursement and Extraordinary Expense Reimbursement shall not exceed \$185,000. In the event the total amount of money claimed for Expense Reimbursement and Extraordinary Expense Reimbursement exceeds \$185,000, each claim made under the Settlement Agreement shall be reduced on a pro rata basis until the total is reduced to \$185,000.

The Settlement also provides that Grays Harbor has spent at least \$300,000 in improved information security enhancements in 2019, and will commit to spending at least another \$60,000 in information security enhancements in each of years 2020, 2021, and 2022.

8. What payments are available for Expense Reimbursement?

Class Members are eligible to receive reimbursement of up to \$210 (in total) for the following categories of out-pocket expenses resulting from the Data Incident:

- bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
- fees for credit reports, credit monitoring, or other identity theft insurance product purchased between August 14, 2019 and the date of the Preliminary Approval Order (if Settlement Class Member makes affirmative statement that it was purchased primarily because of the Data Incident);
- reimbursement of up to three hours of documented lost time (at \$15 per hour) spent dealing with the Data Incident, e.g., time spent dealing with replacement card issues, reversing fraudulent charges, rescheduling medical appointments and/or finding alternative medical care and treatment, retaking or submitting to medical tests, locating medical records, retracing medical history, and any other demonstrable form of disruption to medical care and treatment, but only if at least one full hour was spent, and only if the time can be documented with reasonable specificity by answering the questions on the Claim Form.

9. What payments are available for Extraordinary Expense Reimbursement?

Class Members who had other extraordinary unreimbursed monetary losses because of information compromised as part of the Data Incident are eligible to make a claim for reimbursement of up to \$2,500. As part of the claim, the Class Member must show that: (1) it 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 during the time period from June 15, 2019 through and including the end of the applicable claims period; (4) the loss is not already covered by one or more of the categories in Question 8; and (5) a reasonable effort was made to avoid or seek reimbursement for the loss (including exhaustion of all available credit monitoring insurance and identity theft insurance).

More details are provided in the Settlement Agreement, which is available at www.GHCHsettlement.com.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

10. How do I get benefits from the Settlement?

To ask for a payment, you must complete and submit a Claim Form. Claim Forms are available at www.GHCHsettlement.com or you may request one by mail by calling 1-844-979-3320.

Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **December 23, 2020** to:

Grays Harbor Settlement Administrator
c/o Postlethwaite & Netterville
P.O. Box 4755
Baton Rouge, LA 70821-4755

11. How will claims be decided?

The Settlement Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid.

If the claim is complete and the Settlement Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have their claim reviewed by an impartial Claim Referee who has been appointed by the Court.

12. When will I get my payment?

The Court will hold a Final Fairness Hearing at **1:30 p.m. on August 31, 2020** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

REMAINING IN THE SETTLEMENT

13. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment you must submit a Claim Form postmarked by **December 23, 2020**.

14. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Grays Harbor for the claims being resolved by this Settlement. The specific claims you are giving up against Grays Harbor are described in Section 1.20 of the Settlement Agreement. You will be “releasing” Grays Harbor and all related people or entities as described in Section 6 of the Settlement Agreement. The Settlement Agreement is available at www.GHCHsettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in Question 18 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue Grays Harbor about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

15. If I exclude myself, can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

16. If I do not exclude myself, can I sue Grays Harbor for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue Grays Harbor for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

17. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Bailey v. Grays Harbor County Public Hospital et al.*, Case No. 20-2-00217-14. Your letter must also include your name, address, and signature. You must mail your exclusion request postmarked no later than **July 27, 2020** to:

Grays Harbor Settlement Administrator
c/o Postlethwaite & Netterville
P.O. Box 4755
Baton Rouge, LA 70821-4755

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Gary E. Mason and David K. Lietz of Mason Lietz & Klinger LLP, 5101 Wisconsin Avenue NW, Suite 305 Washington, DC 20016, and Gary M. Klinger of Mason Lietz & Klinger LLP, 227 W. Monroe Street, Suite 2100 Chicago, Illinois 60606, to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys’ fees in the amount of \$175,000 and an additional amount for reasonable costs and expenses of the Litigation not to exceed \$10,000. Class Counsel will also request approval of an incentive award of \$2,500 for the Class Representative. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid separately by Grays Harbor and will not reduce the amount of total payments available to Settlement Class Members.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

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

If you are a Settlement Class member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail copies to Class Counsel and Grays Harbor’s Counsel a written notice stating that you object to the Settlement in *Bailey v. Grays Harbor County Public Hospital et al.*, Case No. 20-2-00217-14.

Your objection must include:

- 1) your full name, address, telephone number, and e-mail address;
- 2) information or proof showing you are a Settlement Class member;
- 3) the reasons why you object to the Settlement, including any documents supporting your objection;
- 4) the name and address of your attorney, if you have retained one;
- 5) the name and address of any attorneys representing you that may appear at the Final Fairness Hearing;
- 6) a statement confirming whether you and/or your counsel intend to personally appear and/or testify at the Final Fairness Hearing;
- 7) a list, by case name, court, and docket number, of all other cases in which you (directly or through a lawyer) have filed an objection to any proposed class action settlement within the last three years;
- 8) a list, by case name, court, and docket number, of all other cases in which your lawyer (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three years;
- 9) your signature or the signature of your attorney or other duly authorized representative (along with documentation illustrating representation).

Your objection must be filed with the Clerk of the Superior Court of the State of Washington, County of Grays Harbor, 102 W Broadway #203, Montesano, WA 98563 no later than **July 27, 2020**. You must also mail copies of your objection to Class Counsel and Grays Harbor’s Counsel postmarked no later than **July 27, 2020**, at all of the addresses below.

CLASS COUNSEL		GRAYS HARBOR’S COUNSEL
Gary Mason David K. Lietz MASON LIETZ & KLINGER LLP 5101 Wisconsin Avenue NW, Suite 305 Washington, DC 20016	Gary M. Klinger MASON LIETZ & KLINGER LLP 227 W. Monroe Street, Suite 2100 Chicago, Illinois 60606	Paul G. Karlsgodt BAKER & HOSTETLER LLP 1801 California Street, Suite 4400 Denver, Colorado 80202

21. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Fairness Hearing at **1:30 p.m. on August 31, 2020**, in the Superior Court of the State of Washington, County of Grays Harbor, 102 W Broadway, Montesano, WA 98563. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 20). The Court will also decide whether to approve fees and costs to Class Counsel, and the service awards to the Class Representatives.

23. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

24. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 20 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

25. What happens if I do nothing?

If you do nothing, you will not receive any compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Grays Harbor or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

26. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Stipulation and Settlement Agreement, which is available at www.GHCHsettlement.com or by writing to the Grays Harbor Settlement Administrator, c/o Postlethwaite & Netterville, P.O. Box 4755, Baton Rouge, LA 70821-4755.

27. How do I get more information?

Go to www.GHCHsettlement.com or call 1-844-979-3320 or write to the Grays Harbor Settlement Administrator, c/o Postlethwaite & Netterville, P.O. Box 4755, Baton Rouge, LA 70821-4755.

***Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the Lawsuit***