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**GRAYS HARBOR COUNTY SUPERIOR COURT  
STATE OF WASHINGTON**

CHELICIE BAILEY, individually and on behalf of others similarly situated,

Plaintiff(s),

v.

GRAYS HARBOR COUNTY PUBLIC HOSPITAL DISTRICT NO. 2, a Washington State special purpose district, GRAYS HARBOR COMMUNITY HOSPITAL, a Washington State nonprofit corporation, and GHCH PHYSICIAN SERVICES, LLC d/b/a HARBOR MEDICAL GROUP, a Washington State limited liability corporation and a subsidiary of Grays Harbor Community Hospital,

Defendant(s).

Case No.

**SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered into by and among the following Settling Parties (as defined below): (i) Chelcie Bailey (“Representative Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through her counsel at Mason Lietz & Klinger, LLP ( “Proposed Settlement Class Counsel” or “Class Counsel”); (ii) Grays Harbor County Public Hospital District No. 2; (iii) Grays Harbor Community Hospital; and (iv) GHCH Physician Services, LLC d/b/a Harbor Medical Group (collectively “Grays Harbor”) by and through its counsel of record, Paul D. Karlsgodt and Curt Hinehline of Baker & Hostetler LLP. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to

1 fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below),  
2 upon and subject to the terms and conditions hereof.

3 **I. THE LITIGATION**

4 In June 2019, Grays Harbor was the victim of a criminal cyberattack in which criminals  
5 gained access to certain of Grays Harbor’s servers and installed a virus that prevented Grays  
6 Harbor from accessing certain information stored on those servers (“Data Incident”). Grays  
7 Harbor then conducted a forensic investigation into the Data Incident and notified individuals  
8 whose information may have been stored on the impacted servers. In total, Grays Harbor notified  
9 about 88,000 individuals of the Data Incident.

10 On October 2, 2019, Representative Plaintiff sent a demand letter attaching a draft  
11 complaint for a putative class action against Grays Harbor in Grays Harbor County Superior Court  
12 in the State of Washington. The draft complaint (“Complaint”) asserts seven causes of action, all  
13 of which allegedly arise from the Data Incident: (1) violation of the Washington State Uniform  
14 Healthcare Information Act; (2) violation of the Washington State Consumer Protection Act; (3)  
15 negligence; (4) intrusion upon seclusion/invasion of privacy; (5) violation of the Washington State  
16 Constitution’s right to privacy; (6) breach of express contract; and (7) breach of implied contract.

17 Given Grays Harbor’s limited financial status as a public hospital system with limited  
18 insurance coverage, Grays Harbor and Representative Plaintiff agreed that an early mediation of  
19 the above-captioned litigation (the “Litigation”) was warranted. On Tuesday, March 10, 2020,  
20 Grays Harbor and Representative Plaintiff attended mediation in Seattle, Washington before Mark  
21 G. Honeywell. This Settlement Agreement is the result of the March 10, 2020 mediation.

22 Pursuant to the terms set out below, this Settlement Agreement provides for the resolution  
23 of all claims and causes of action asserted, or that could have been asserted, against Grays Harbor  
24 and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of  
25 Representative Plaintiff and Settlement Class Members (as defined below), and any other such  
26 actions by and on behalf of any other consumers and putative classes of consumers originating, or  
27

1 that may originate, in jurisdictions in the United States against Grays Harbor and the Released  
2 Persons relating to the Data Incident.

3 **II. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF SETTling**

4 Representative Plaintiff believes that the claims asserted in the Litigation, as set forth in  
5 the Complaint, have merit. Representative Plaintiff and Proposed Settlement Class Counsel  
6 recognize and acknowledge, however, the expense and length of continued proceedings necessary  
7 to prosecute the Litigation against Grays Harbor through motion practice, trial, and potential  
8 appeals. They have also taken into account the uncertain outcome and risk of further litigation, as  
9 well as the difficulties and delays inherent in such litigation. Proposed Settlement Class Counsel  
10 are highly experienced in class action litigation and very knowledgeable regarding the relevant  
11 claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They  
12 have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and  
13 adequate, and in the best interests of the Settlement Class.

14 **III. DENIAL OF WRONGDOING AND LIABILITY**

15 Grays Harbor denies each and all of the claims and contentions alleged against it in the  
16 Litigation. Grays Harbor denies all charges of wrongdoing or liability as alleged, or which could  
17 be alleged, in the Litigation. Nonetheless, Grays Harbor has concluded that further conduct of the  
18 Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully  
19 and finally settled in the manner and upon the terms and conditions set forth in this Settlement  
20 Agreement. Grays Harbor has taken into account the uncertainty and risks inherent in any  
21 litigation, including the possibility of financial ruin due to this Litigation. Grays Harbor has,  
22 therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner  
23 and upon the terms and conditions set forth in this Settlement Agreement.

24 **IV. TERMS OF SETTLEMENT**

25 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among  
26 Representative Plaintiff, individually and on behalf of the Settlement Class, Proposed Settlement  
27 Class Counsel, and Grays Harbor that, subject to the approval of the Court, the Litigation and the

1 Released Claims shall be finally and fully compromised, settled, and released, and the Litigation  
2 shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement  
3 Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement  
4 Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

5 **1. Definitions**

6 As used in the Settlement Agreement, the following terms have the meanings specified  
7 below:

8 1.1 “Agreement” or “Settlement Agreement” means this agreement.

9 1.2 “Approved Claims” means Settlement Claims in an amount approved by the Claims  
10 Administrator or found to be valid through the Dispute Resolution process.

11 1.3 “Claims Administration” means the processing and payment of claims received  
12 from Settlement Class Members by the Claims Administrator.

13 1.4 “Claims Administrator” means a company that is experienced in administering  
14 class action claims generally and specifically those of the type provided for and made in data  
15 breach litigation, to be jointly agreed upon by the Settling Parties and approved by the Court.

16 1.5 “Claims Deadline” means the postmark and/or online submission deadline for valid  
17 claims pursuant to ¶ 2.1.

18 1.6 “Claims Referee” means a third party designated by agreement of the Settling  
19 Parties and approved by the Court to make final decisions about disputed claims for settlement  
20 benefits.

21 1.7 “Costs of Claims Administration” means all actual costs associated with or arising  
22 from Claims Administration.

23 1.8 “Court” means the Superior Court of Grays Harbor County, Washington.

24 1.9 “Dispute Resolution” means the process for resolving disputed Settlement Claims  
25 as set forth in this Agreement.

26 1.10 “Effective Date” means the first date by which all of the events and conditions  
27 specified in ¶ 1.11 herein have occurred and been met.

1           1.11     “Final” means the occurrence of all of the following events: (i) the settlement  
2 pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a  
3 Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal  
4 from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the  
5 Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be  
6 taken, and such dismissal or affirmance has become no longer subject to further appeal or review.  
7 Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or incentive  
8 award made in this case shall not affect whether the Judgment is “Final” as defined herein or any  
9 other aspect of the Judgment.

10           1.12     “Judgment” means a judgment rendered by the Court, in the form attached hereto  
11 as Exhibit E, or a judgment substantially similar to such form.

12           1.13     “Notice Specialist” means a company or such other notice specialist with  
13 recognized expertise in class action notice generally and data security litigation specifically, to be  
14 jointly agreed upon by the Settling Parties and approved by the Court.

15           1.14     “Objection Date” means the date by which Settlement Class Members must mail  
16 their objection to the Settlement in order for that request to be effective. The postmark date shall  
17 constitute evidence of the date of mailing for these purposes.

18           1.15     “Opt-Out Date” means the date by which Settlement Class Members must mail  
19 their requests to be excluded from the Settlement Class in order for that request to be effective.  
20 The postmark date shall constitute evidence of the date of mailing for these purposes.

21           1.16     “Person” means an individual, corporation, partnership, limited partnership, limited  
22 liability company or partnership, association, joint stock company, estate, legal representative,  
23 trust, unincorporated association, government or any political subdivision or agency thereof, and  
24 any business or legal entity, and their respective spouses, heirs, predecessors, successors,  
25 representatives, or assignees.

1           1.17   “Preliminary Approval Order” means the order preliminarily approving the  
2 Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling  
3 Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit D.

4           1.18   “Proposed Settlement Class Counsel,” “Plaintiffs’ Counsel” and “Class Counsel”  
5 means Gary E. Mason, David K. Lietz, and Gary M. Klinger of Mason Lietz & Klinger, LLP.

6           1.19   “Related Entities” means Grays Harbor’s respective past or present parents,  
7 subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors,  
8 successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers,  
9 and includes, without limitation, any Person related to any such entity who is, was or could have  
10 been named as a defendant in any of the actions in the Litigation, other than any Person who is  
11 found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing,  
12 aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo*  
13 *contendere* to any such charge.

14           1.20   “Released Claims” shall collectively mean any and all claims and causes of action  
15 including, without limitation, any causes of action under or relying on the Washington State  
16 Uniform Healthcare Information Act; the Washington State Consumer Protection Act; Washington  
17 State Constitution’s right to privacy; negligence; breach of contract; breach of implied contract;  
18 breach of fiduciary duty; breach of confidence; invasion of privacy/intrusion upon seclusion;  
19 misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment;  
20 wantonness; failure to provide adequate notice pursuant to any breach notification statute or  
21 common law duty; and including, but not limited to, any and all claims for damages, injunctive  
22 relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment  
23 interest, credit monitoring services, the creation of a fund for future damages, statutory damages,  
24 punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver,  
25 and any other form of relief that either has been asserted, or could have been asserted, by any  
26 Settlement Class Member against any of the Released Persons based on, relating to, concerning or  
27 arising out of the Data Incident and alleged theft of personally identifiable information, protected

1 health information, or other personal information or the allegations, facts, or circumstances  
2 described in the Litigation. Released Claims shall not include the right of any Settlement Class  
3 Member or any of the Released Persons to enforce the terms of the settlement contained in this  
4 Settlement Agreement, and shall not include the claims of Settlement Class Members who have  
5 timely excluded themselves from the Settlement Class.

6 1.21 “Released Persons” means Grays Harbor and its Related Entities and each of their  
7 past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their  
8 respective predecessors, successors, directors, officers, employees, principals, agents, attorneys,  
9 insurers, and reinsurers.

10 1.22 “Representative Plaintiff” means Chelcie Bailey.

11 1.23 “Data Incident” means the cyberattack against Grays Harbor’s computer systems  
12 that occurred in June 2019.

13 1.24 “Settlement Claim” means a claim for settlement benefits made under the terms of  
14 this Settlement Agreement.

15 1.25 “Settlement Class” means all persons who were notified by or on behalf of Grays  
16 Harbor regarding the Data Incident. The Settlement Class specifically excludes: (i) Grays Harbor  
17 and its officers and directors; (ii) all Settlement Class Members who timely and validly request  
18 exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this  
19 settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under  
20 criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data  
21 Incident or who pleads *nolo contendere* to any such charge.

22 1.26 “Settlement Class Member(s)” means a Person(s) who falls within the definition of  
23 the Settlement Class.

24 1.27 “Settling Parties” means, collectively, Grays Harbor and Representative Plaintiffs,  
25 individually and on behalf of the Settlement Class.

26 1.28 “Unknown Claims” means any of the Released Claims that any Settlement Class  
27 Member, including Representative Plaintiff, does not know or suspect to exist in his/her favor at

1 the time of the release of the Released Persons that, if known by him or her, might have affected  
2 his or her settlement with, and release of, the Released Persons, or might have affected his or her  
3 decision not to object to and/or to participate in this Settlement Agreement. With respect to any  
4 and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date,  
5 Representative Plaintiff expressly shall have, and each of the other Settlement Class Members  
6 shall be deemed to have, and by operation of the Judgment shall have, waived the provisions,  
7 rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions,  
8 rights, and benefits conferred by any law of any state, province, or territory of the United States  
9 (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-  
10 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which  
11 is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

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



1           1.29 “United States” as used in this Settlement Agreement includes the District of  
2 Columbia and all territories.

3           **2. Settlement Benefits**

4           2.1 Expense Reimbursement. All Settlement Class Members who submit a valid claim  
5 using the Claim Form (Exhibit A to this Settlement Agreement) are eligible for the following out-  
6 of-pocket expenses, not to exceed \$210 per Settlement Class Member, that were incurred as a  
7 result of the Data Incident: bank fees, long distance phone charges, cell phone charges (only if  
8 charged by the minute), data charges (only if charged based on the amount of data used), postage,  
9 or gasoline for local travel; fees for credit reports, credit monitoring, or other identity theft  
10 insurance product purchased between August 14, 2019 and the date of the Preliminary Approval  
11 Order (with affirmative statement by Settlement Class Member that it was purchased primarily  
12 because of the Data Incident); up to three hours of documented lost time spent dealing with the  
13 Data Incident, e.g., time spent dealing with replacement card issues, reversing fraudulent charges,  
14 rescheduling medical appointments and/or finding alternative medical care and treatment, retaking  
15 or submitting to medical tests, locating medical records, retracing medical history, and any other  
16 demonstrable form of disruption to medical care and treatment (calculated at the rate of \$15 per  
17 hour), but only if at least one full hour was spent, and only if the time can be documented with  
18 reasonable specificity by answering the questions on the Claim Form.

19           Settlement Class Members seeking reimbursement under this ¶ 2.1 must complete and  
20 submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before  
21 the 180th day after the deadline for the completion of mailing notice to Settlement Class Members  
22 as set forth in ¶ 3.2. The notice to the class will specify this deadline and other relevant dates  
23 described herein. The Claim Form must be verified by the Settlement Class Member with a  
24 statement that his or her claim is true and correct, to the best of his or her knowledge and belief,  
25 and is being made under penalty of perjury. Notarization shall not be required. The Settlement  
26 Class Member must submit reasonable documentation that the out-of-pocket expenses and charges  
27 claimed were both actually incurred and plausibly arose from the Data Incident. Failure to provide

1 supporting documentation as requested on the Claim Form shall result in denial of a claim.  
2 Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions  
3 stated in ¶ 2.7.

4           2.2       Other Extraordinary Expense Reimbursement. Grays Harbor shall reimburse, as  
5 provided for below, each Settlement Class Member in the amount of his or her proven loss, but  
6 not to exceed \$2,500 per claim (and only one claim per Settlement Class Member), for a monetary  
7 out-of-pocket loss that is claimed by the Settlement Class Member to have occurred more likely  
8 than not as a result of the Data Incident, regardless of whether said Settlement Class Member elects  
9 to make a claim for any other benefit available under this Settlement Agreement, and further that:  
10 (a) it is an actual, documented, and unreimbursed monetary loss; (b) was more likely than not  
11 caused by the Data Incident; (c) occurred during the time period from June 15, 2019 through and  
12 including the end of the applicable claims period (*see* ¶ 2.1, *infra*); (d) is not already covered by  
13 one or more of the categories in ¶ 2.1, and (e) the claimant made reasonable efforts to avoid or  
14 seek reimbursement for the loss including but not limited to exhaustion of all available credit  
15 monitoring insurance and identity theft insurance as required under ¶ 2.2.2. Settlement Class  
16 Members with claims under this paragraph may also submit claims for benefits under ¶ 2.1.

17           2.2.1 Claimants seeking reimbursement for expenses or losses described in ¶ 2.2 must  
18 complete and submit the appropriate section of the Claim Form to the Claims Administrator,  
19 together with proof of such losses.

20           2.2.2 Claimants must exhaust all credit monitoring insurance and identity theft insurance,  
21 before Grays Harbor is responsible for any expenses claimed pursuant to ¶ 2.2 of this Settlement  
22 Agreement. Nothing in this Settlement Agreement shall be construed to provide for a double  
23 payment for the same loss or injury that was reimbursed or compensated by any other source. To  
24 be valid, claims for extraordinary expenses must be complete and submitted to the Claims  
25 Administrator on or before the Claims Deadline. No payment shall be made for emotional distress,  
26 personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to  
27 the terms of the Settlement Agreement. For claims in excess of \$200, the Settlement Administrator

1 may request, and the claimant must disclose upon request, each other notice of a breach of their  
2 personally identifiable information, protected health information, or other personal information  
3 they received in the three-year period that preceded the date of his or her claim hereunder; if the  
4 claimant has received no such notice, the claimant must so state.

5           2.3       Cap on Total Settlement Relief Payment: At no point shall Grays Harbor pay more  
6 than \$185,000 in total for claims made under ¶¶ 2.1 or 2.2 of this Settlement Agreement. In the  
7 event the total amount claimed under ¶¶ 2.1 or 2.2 of this Settlement Agreement exceeds \$185,000,  
8 each claim made under ¶¶ 2.1 or 2.2 of this Settlement Agreement shall be reduced on a *pro rata*  
9 basis until the total is reduced to \$185,000.

10           2.4       Equitable Relief. Grays Harbor has spent at least \$300,000 in improved  
11 information security enhancements since the Data Incident, and Grays Harbor will commit to  
12 spending at least another \$60,000 in information security enhancements in each of years 2020,  
13 2021, and 2022.

14           The information security enhancements that Grays Harbor will be implementing include,  
15 but are not limited to:

- 16                   1)       Quarterly/annual penetration testing;
- 17                   2)       Development of a formal remediation process;
- 18                   3)       Installation of a next generation firewall; and
- 19                   4)       Development of corporate security standards based on external standards.

20           2.5       Nothing about this provision shall create any contractual rights to any present or  
21 future equitable remedy requiring Grays Harbor to make or maintain any particular security  
22 processes or procedures in the future.

23           2.6       Confirmatory Discovery: Grays Harbor agrees to provide confirmatory discovery  
24 on collectability and establishing the appropriateness of the settlement terms as contemplated  
25 under Fed. R. Civ. P. 23(b)(1) and its state equivalent.

26           2.7       Dispute Resolution for Claims: The Claims Administrator, in its sole discretion to  
27 be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member;

1 (2) the claimant has provided all information needed to complete the Claim Form, including any  
2 documentation that may be necessary to reasonably support the expenses described in ¶ 2.1 or ¶  
3 2.2; and (3) the information submitted could lead a reasonable person to conclude that more likely  
4 than not the claimant has suffered the claimed losses as a result of the Data Incident (collectively,  
5 “Facially Valid”). The Claims Administrator may, at any time, request from the claimant, in  
6 writing, additional information as the Claims Administrator may reasonably require in order to  
7 evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the  
8 claimed losses, available insurance and the status of any claims made for insurance benefits, and  
9 claims previously made for identity theft and the resolution thereof.

10 2.8 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is  
11 not accompanied by sufficient documentation to determine whether the claim is Facially Valid,  
12 the Claims Administrator shall request additional information (“Claim Supplementation”) and give  
13 the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim  
14 Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30)  
15 days from the Effective Date, whichever comes later. In the event of unusual circumstances  
16 interfering with compliance during the 30-day period, the claimant may request and, for good  
17 cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third  
18 parties in possession of required information, etc.), shall be given a reasonable extension of the  
19 30-day deadline in which to comply; however, in no event shall the deadline be extended to later  
20 than one year from the Effective Date. If the defect is not cured, then the claim will be deemed  
21 invalid and there shall be no obligation to pay the claim.

22 2.9 Following receipt of additional information requested as Claim Supplementation,  
23 the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject  
24 each claim. If, after review of the claim and all documentation submitted by the claimant, the  
25 Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid.  
26 If the claim is not Facially Valid because the claimant has not provided all information needed to  
27 complete the Claim Form and evaluate the claim, then the Settlement Administrator may reject the

1 claim without any further action. If the claim is rejected for other reasons, then the claim shall be  
2 referred to the Claims Referee.

3           2.10     Settlement Class Members shall have thirty (30) days from receipt of the offer to  
4 accept or reject any offer of partial payment received from the Claims Administrator. If a  
5 Settlement Class Member rejects an offer from the Claims Administrator, the Claims  
6 Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a  
7 final determination. If the claimant approves the final determination, then the approved amount  
8 shall be the amount to be paid. If the claimant does not approve the final determination within  
9 thirty (30) days, then the dispute will be submitted to the Claims Referee within an additional ten  
10 (10) days.

11           2.11     If any dispute is submitted to the Claims Referee, the Claims Referee may approve  
12 the Claims Administrator's determination by making a ruling within fifteen (15) days. The Claims  
13 Referee may make any other final determination of the dispute or request further supplementation  
14 of a claim within thirty (30) days. The Claims Referee's determination shall be based on whether  
15 the Claims Referee is persuaded that the claimed amounts are reasonably supported in fact and  
16 were more likely than not caused by the Data Incident. The Claims Referee shall have the power  
17 to approve a claim in full or in part. The Claims Referee's decision will be final and non-  
18 appealable. Any claimant referred to the Claims Referee shall reasonably cooperate with the  
19 Claims Referee, including by either providing supplemental information as requested or,  
20 alternatively, signing an authorization allowing the Claims Referee to verify the claim through  
21 third party sources, and failure to cooperate shall be grounds for denial of the claim in full. The  
22 Claims Referee shall make a final decision within thirty (30) days of receipt of all supplemental  
23 information requested.

24           2.12     Settlement Expenses. All costs for notice to the Settlement Class as required  
25 under ¶¶ 3.1 and 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of  
26 Dispute Resolution described in ¶ 2.7, shall be paid by Grays Harbor.

1           2.13    Settlement Class Certification. The Settling Parties agree, for purposes of this  
2 settlement only, to the certification of the Settlement Class. If the settlement set forth in this  
3 Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated  
4 or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and  
5 the certification of the Settlement Class provided for herein, will be vacated and the Litigation  
6 shall proceed as though the Settlement Class had never been certified, without prejudice to any  
7 Person's or Settling Party's position on the issue of class certification or any other issue. The  
8 Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to  
9 any position asserted by the Settling Parties in any other proceeding, case or action, as to which  
10 all of their rights are specifically preserved.

11           2.14    Confidentiality of Information Submitted by Settlement Class Members.  
12 Information submitted by Settlement Class Members pursuant to ¶¶ 2.1 through 2.11 of this  
13 Settlement Agreement shall be deemed confidential and protected as such by Grays Harbor, the  
14 Claims Administrator, and the Claims Referee.

15           **3.       Order of Preliminary Approval and Publishing of Notice of Fairness Hearing**

16           3.1.    As soon as practicable after the execution of the Settlement Agreement, Proposed  
17 Settlement Class Counsel and counsel for Grays Harbor shall jointly submit this Settlement  
18 Agreement to the Court and file a motion for preliminary approval of the settlement with the Court  
19 requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit D, or an  
20 order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- 21                   a)       certification of the Settlement Class for settlement purposes only pursuant  
22                               to ¶ 2.13;
- 23                   b)       preliminary approval of the Settlement Agreement as set forth herein;
- 24                   c)       appointment of Proposed Settlement Class Counsel as Settlement Class  
25                               Counsel;
- 26                   d)       appointment of Representative Plaintiff as Class Representative;
- 27

- e) approval of a customary form of short notice to be mailed to Settlement Class Members (the “Short Notice”) in a form substantially similar to the one attached hereto as Exhibit B;
- f) approval of a customary long form of notice (“Long Notice”) to be posted on the Settlement Website in a form substantially similar to the one attached hereto as Exhibit C, which, together with the Short Notice, shall include a fair summary of the parties’ respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) appointment of Postlethwaite & Netterville as the Notice Specialist and Claims Administrator;
- h) approval of a claim form substantially similar to that attached hereto as Exhibit A. *See* ¶¶ 2.1 and 2.2 above; and
- i) appointment of Mark G. Honeywell to serve as Claims Referee.

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

3.2 Grays Harbor shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Attorneys’ fees, costs, and expenses of Proposed Settlement Class Counsel and Plaintiffs’ Counsel, and an incentive award to Class Representative, shall be paid by Grays Harbor as set forth in ¶ 7 below. Notice shall be provided to Settlement Class Members via mail to the postal address provided when the Settlement Class Members conducted transactions with Grays Harbor. The notice plan shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated

1 settlement website and shall maintain and update the website throughout the claim period, with  
2 the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this  
3 Settlement Agreement. A toll-free help line shall be made available to provide Settlement Class  
4 Members with additional information about the settlement. The Claims Administrator also will  
5 provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court,  
6 as well as this Settlement Agreement, upon request. Prior to the Final Fairness Hearing, Proposed  
7 Settlement Class Counsel and Grays Harbor shall cause to be filed with the Court an appropriate  
8 affidavit or declaration with respect to complying with this provision of notice. The Short Notice,  
9 Long Notice, and Claim Form approved by the Court may be adjusted by the Notice Specialist  
10 and/or Claims Administrator, respectively, in consultation and agreement with the Settling Parties,  
11 as may be reasonable and not inconsistent with such approval. The Notice Program shall be  
12 completed within thirty (30) days after entry of the Preliminary Approval Order.

13           3.3     Proposed Settlement Class Counsel and Grays Harbor’s counsel shall request that  
14 after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final  
15 approval of the settlement set forth herein.

16           3.4     Grays Harbor will also cause the Claims Administrator to provide (at Grays  
17 Harbor’s expense) notice to the relevant state and federal governmental officials as required by the  
18 Class Action Fairness Act.

19           **4.     Opt-Out Procedures**

20           4.1     Each Person wishing to opt-out of the Settlement Class shall individually sign and  
21 timely submit written notice of such intent to the designated Post Office box established by the  
22 Claims Administrator. The written notice must clearly manifest a Person’s intent to be excluded  
23 from the Settlement Class. To be effective, written notice must be postmarked no later than sixty  
24 (60) days after the date on which the Court enters a Preliminary Approval Order.

25           4.2     All Persons who submit valid and timely notices of their intent to be excluded from  
26 the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive  
27 any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling



1 within the definition of the Settlement Class who do not request to be excluded from the Settlement  
2 Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement  
3 Agreement and Judgment entered thereon.

4 4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the  
5 Court, there have been more than 100 Opt-Outs (exclusions), Grays Harbor may, by notifying  
6 Proposed Settlement Class Counsel in writing, void this Settlement Agreement. If Grays Harbor  
7 voids the Settlement Agreement pursuant to this paragraph, Grays Harbor shall be obligated to pay  
8 all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of  
9 Proposed Settlement Class Counsel and Plaintiffs' Counsel and incentive awards and shall not, at  
10 any time, seek recovery of same from any other party to the Litigation or from counsel to any other  
11 party to the Litigation.

## 12 5. Objection Procedures

13 5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall  
14 submit a timely written notice of his or her objection by the Objection Date. Such notice shall  
15 state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii)  
16 information identifying the objector as a Settlement Class Member, including proof that the  
17 objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the  
18 Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal  
19 support for the objection the objector believes applicable; (iv) the identity of all counsel  
20 representing the objector; (v) a statement whether the objector and/or his or her counsel will appear  
21 at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly  
22 authorized attorney or other duly authorized representative (along with documentation setting forth  
23 such representation); and (vii) a list, by case name, court, and docket number, of all other cases in  
24 which the objector and/or the objector's counsel has filed an objection to any proposed class action  
25 settlement within the last three (3) years. To be timely, written notice of an objection in the  
26 appropriate form must be filed with the Clerk of the Court no later than sixty (60) days after the  
27 date on which the Court enters a Preliminary Approval Order, and served concurrently therewith

1 upon Proposed Settlement Class Counsel, Gary M. Klinger, Mason Lietz & Klinger, LLP, 227 W.  
2 Monroe Street, Suite 2100, Chicago, Illinois 60606; and counsel for Grays Harbor, Paul G.  
3 Karlsgodt, Baker Hostetler, 1801 California Street, Suite 4400, Denver, Colorado 80202-2662.

4           5.2       Any Settlement Class Member who fails to comply with the requirements for  
5 objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately  
6 and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement  
7 Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means  
8 for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without  
9 limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this  
10 Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to  
11 appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

12           **6.       Releases**

13           6.1       Upon the Effective Date, each Settlement Class Member, including Representative  
14 Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and  
15 forever released, relinquished, and discharged all Released Claims. Further, upon the Effective  
16 Date, and to the fullest extent permitted by law, each Settlement Class Member, including  
17 Representative Plaintiff, shall, either directly, indirectly, representatively, as a member of or on  
18 behalf of the general public or in any capacity, be permanently barred and enjoined from  
19 commencing, prosecuting, or participating in any recovery in any action in this or any other forum  
20 (other than participation in the settlement as provided herein) in which any of the Released Claims  
21 is asserted.

22           6.2       Upon the Effective Date, Grays Harbor shall be deemed to have, and by operation  
23 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged,  
24 Representative Plaintiffs, each and all of the Settlement Class Members, Proposed Settlement  
25 Class Counsel and Plaintiffs' Counsel, of all claims, including Unknown Claims, based upon or  
26 arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or  
27 the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or

1 defenses Grays Harbor may have against such Persons including, without limitation, any claims  
2 based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business  
3 relationship with such Persons that are not based upon or do not arise out of the institution,  
4 prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are  
5 specifically preserved and shall not be affected by the preceding sentence.

6           6.3 Notwithstanding any term herein, neither Grays Harbor or the Related Parties, shall  
7 have or shall be deemed to have released, relinquished or discharged any claim or defense against  
8 any Person other than Representative Plaintiff, each and all of the Settlement Class Members,  
9 Proposed Settlement Class Counsel and Plaintiffs' Counsel.

10           **7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Incentive Award**  
11           **to Representative Plaintiffs**

12           7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses  
13 and/or incentive award to Representative Plaintiff, as provided for in ¶¶ 7.2 and 7.3, until after the  
14 substantive terms of the settlement had been agreed upon, other than that Grays Harbor would pay  
15 reasonable attorneys' fees, costs, expenses, and an incentive award to Representative Plaintiff as  
16 may be agreed to by Grays Harbor and Proposed Settlement Class Counsel and/or as ordered by  
17 the Court, or in the event of no agreement, then as ordered by the Court. Grays Harbor and  
18 Proposed Settlement Class Counsel then negotiated and agreed as follows:

19           7.2 Grays Harbor has agreed to pay, subject to Court approval, the amount of  
20 \$175,000.00 to Proposed Settlement Class Counsel for attorneys' fees and an additional amount  
21 for reasonable costs and expenses of the Litigation not to exceed \$10,000. Proposed Settlement  
22 Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees,  
23 costs, and expenses awarded by the Court among Plaintiffs' Counsel.

24           7.3 Subject to Court approval, Grays Harbor has agreed to pay an incentive award in  
25 the amount of \$2,500 to Representative Plaintiff.

1           7.4     Once paid, Proposed Settlement Class Counsel shall thereafter distribute the award  
2 of attorneys' fees, costs, and expenses among Plaintiffs' Counsel and incentive award to  
3 Representative Plaintiffs consistent with ¶¶ 7.2 and 7.3.

4           7.5     The amount(s) of any award of attorneys' fees, costs, and expenses, and the  
5 incentive award to Representative Plaintiffs, are intended to be considered by the Court separately  
6 from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No  
7 order of the Court, or modification or reversal or appeal of any order of the Court, concerning the  
8 amount(s) of any attorneys' fees, costs, expenses, and/or incentive award ordered by the Court to  
9 Proposed Settlement Class Counsel or Representative Plaintiffs shall affect whether the Judgment  
10 is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

11           **8.     Administration of Claims**

12           8.1     The Claims Administrator shall administer and calculate the claims submitted by  
13 Settlement Class Members under ¶¶ 2.1 and 2.2. Proposed Settlement Class Counsel and Grays  
14 Harbor shall be given reports as to both claims and distribution, and have the right to review and  
15 obtain supporting documentation and challenge such reports if they believe them to be inaccurate  
16 or inadequate. The Claims Administrator and Claims Referee's, as applicable, determination of  
17 the validity or invalidity of any such claims shall be binding, subject to the dispute resolution  
18 process set forth in ¶ 2.7. All claims agreed to be paid in full by Grays Harbor shall be deemed  
19 valid.

20           8.2     Checks for approved claims shall be mailed and postmarked within twenty-one  
21 (21) days of the Effective Date, or within thirty (30) days of the date that the claim is approved,  
22 whichever is later.

23           8.3     All Settlement Class Members who fail to timely submit a claim for any benefits  
24 hereunder within the time frames set forth herein, or such other period as may be ordered by the  
25 Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits  
26 pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound  
27 by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

1           8.4     No Person shall have any claim against the Claims Administrator, Claims Referee,  
2 Grays Harbor, Proposed Settlement Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Grays  
3 Harbor's counsel based on distributions of benefits to Settlement Class Members.

4           **9.     Payment Schedule**

5           9.1     Grays Harbor shall pay costs sufficient to fund the settlement as follows:

- 6           a)     Within fifteen (15) days of the Court granting preliminary approval of this  
7 Settlement Agreement, Grays Harbor shall pay all costs associated with  
8 notifying the Settlement Class Members of this Settlement Agreement in  
9 an amount estimated by the Settlement Administrator;
- 10          b)     Within ten (10) days of the Effective Date, Grays Harbor shall pay to Class  
11 Counsel any attorneys' fees, costs, expenses, and incentive award pursuant  
12 to ¶ 7;
- 13          c)     Within ten (10) days of the Effective Date, Grays Harbor shall pay to the  
14 Settlement Administrator an amount sufficient to satisfy the full amount of  
15 approved claims. To the extent claims are finally approved after the  
16 deadline for the initial payment, the Settlement Administrator shall send  
17 monthly statements to counsel for Grays Harbor with additional amounts  
18 due to pay for approved claims, and Grays Harbor shall pay those  
19 additional amounts within ten (10) days of each monthly statement.  
20 Within twenty-one (21) days of the Effective Date or within thirty (30)  
21 days of the date that the claim is approved, whichever is later, the  
22 Settlement Administrator shall mail out payment for all valid claims.

23           **10.    Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

24           10.1    The Effective Date of the settlement shall be conditioned on the occurrence of all  
25 of the following events:

- 26           a)     the Court has entered the Order of Preliminary Approval and Publishing of Notice  
27 of a Final Fairness Hearing, as required by ¶ 3.1;

- 1           b)     Grays Harbor has not exercised their option to terminate the Settlement Agreement  
2                     pursuant to ¶ 4.3;
- 3           c)     the Court has entered the Judgment granting final approval to the settlement as set  
4                     forth herein; and
- 5           d)     the Judgment has become Final, as defined in ¶ 1.11.

6           10.2    If all of the conditions specified in ¶ 10.1 hereof are not satisfied, the Settlement  
7 Agreement shall be canceled and terminated subject to ¶ 10.4 unless Proposed Settlement Class  
8 Counsel and Grays Harbor’s counsel mutually agree in writing to proceed with the Settlement  
9 Agreement.

10           10.3    Within seven (7) days after the Opt-Out Date, the Claims Administrator shall  
11 furnish to Proposed Settlement Class Counsel and to Grays Harbor’s counsel a complete list of all  
12 timely and valid requests for exclusion (the “Opt-Out List”).

13           10.4    In the event that the Settlement Agreement is not approved by the Court or the  
14 settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the  
15 Settling Parties shall be restored to their respective positions in the Litigation and shall jointly  
16 request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid  
17 prejudice to any Settling Party or Settling Party’s counsel, and (b) the terms and provisions of the  
18 Settlement Agreement shall have no further force and effect with respect to the Settling Parties  
19 and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment  
20 or order entered by the Court in accordance with the terms of the Settlement Agreement shall be  
21 treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to  
22 the contrary, no order of the Court or modification or reversal on appeal of any order reducing the  
23 amount of attorneys’ fees, costs, expenses, and/or incentive awards shall constitute grounds for  
24 cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement  
25 in this Settlement Agreement to the contrary, Grays Harbor shall be obligated to pay amounts  
26 already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and  
27

1 Dispute Resolution pursuant to ¶ 2.7 above and shall not, at any time, seek recovery of same from  
2 any other party to the Litigation or from counsel to any other party to the Litigation.

3 **11. Miscellaneous Provisions**

4 11.1 The Settling Parties (i) acknowledge that it is their intent to consummate this  
5 agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and  
6 implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts  
7 to accomplish the terms and conditions of this Settlement Agreement.

8 11.2 The Settling Parties intend this settlement to be a final and complete resolution of  
9 all disputes between them with respect to the Litigation. The settlement compromises claims that  
10 are contested and shall not be deemed an admission by any Settling Party as to the merits of any  
11 claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith  
12 by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation  
13 with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that  
14 such party determines to be appropriate, any contention made in any public forum that the  
15 Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no  
16 Party shall have any liability to any other Party as it relates to the Litigation, except as set forth  
17 herein.

18 11.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act  
19 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the  
20 settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the  
21 validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the  
22 Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence  
23 of, any fault or omission of any of the Released Persons in any civil, criminal or administrative  
24 proceeding in any court, administrative agency or other tribunal. Any of the Released Persons  
25 may file the Settlement Agreement and/or the Judgment in any action that may be brought against  
26 them or any of them in order to support a defense or counterclaim based on principles of res  
27

1 judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other  
2 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

3 11.4 All documents and materials, if any, provided by Grays Harbor in confirmatory  
4 discovery pursuant to ¶ 2.6 shall be treated as confidential and returned to Grays Harbor within  
5 sixty (60) days of the Effective Date. Such documents and materials, if any, may not be used for  
6 any purpose other than confirmatory discovery in this Litigation.

7 11.5 The Settlement Agreement may be amended or modified only by a written  
8 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

9 11.6 The Settlement Agreement, together with the Exhibits attached hereto, constitutes  
10 the entire agreement among the parties hereto, and no representations, warranties or inducements  
11 have been made to any party concerning the Settlement Agreement other than the representations,  
12 warranties and covenants contained and memorialized in such document. Except as otherwise  
13 provided herein, each party shall bear its own costs. This agreement supersedes all previous  
14 agreements made by the parties.

15 11.7 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly  
16 authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be  
17 taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and  
18 also are expressly authorized to enter into any modifications or amendments to the Settlement  
19 Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out  
20 the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

21 11.8 Each counsel or other Person executing the Settlement Agreement on behalf of any  
22 party hereto hereby warrants that such Person has the full authority to do so.

23 11.9 The Settlement Agreement may be executed in one or more counterparts. All  
24 executed counterparts and each of them shall be deemed to be one and the same instrument. A  
25 complete set of original executed counterparts shall be filed with the Court.

26 11.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the  
27 successors and assigns of the parties hereto.



1           11.11 The Court shall retain jurisdiction with respect to implementation and enforcement  
2 of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the  
3 Court for purposes of implementing and enforcing the settlement embodied in the Settlement  
4 Agreement.

5           11.12 The Settlement Agreement shall be considered to have been negotiated, executed,  
6 and delivered, and to be wholly performed, in the State of Delaware, and the rights and obligations  
7 of the parties to the Settlement Agreement shall be construed and enforced in accordance with,  
8 and governed by, the internal, substantive laws of the State of Delaware

9           11.13 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and  
10 “him” means “him, her, or it.”

11           11.14 All dollar amounts are in United States dollars (USD).

12           11.15 Cashing a settlement check is a condition precedent to any Settlement Class  
13 Member’s right to receive settlement benefits. All settlement checks shall be void sixty (60) days  
14 after issuance and shall bear the language: “This check must be cashed within 60 days, after which  
15 time it is void.” If a check becomes void, the Settlement Class Member shall have until six months  
16 after the Effective Date to request re-issuance. If no request for re-issuance is made within this  
17 period, the Settlement Class Member will have failed to meet a condition precedent to recovery of  
18 settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be  
19 extinguished, and Grays Harbor shall have no obligation to make payments to the Settlement Class  
20 Member for expense reimbursement under ¶ 2.1 or ¶ 2.2 or any other type of monetary relief.  
21 The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued  
22 for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-  
23 issuance need not be honored after such checks become void.

24           11.16 All agreements made and orders entered during the course of the Litigation relating  
25 to the confidentiality of information shall survive this Settlement Agreement.

26           IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be  
27 executed, by their duly authorized attorneys.

1 Proposed Settlement Class Counsel

Counsel for Grays Harbor Medical Group,  
Inc. and Duly Authorized Signatory

2  
3  
4 **MASON LIETZ & KLINGER, LLP**

5 By: /s/ Gary M. Klinger

6 Gary E. Mason  
7 David K. Lietz  
8 5101 Wisconsin Avenue NW, Suite 305  
9 Washington, DC 20016  
10 Tel: (202) 429-2290  
11 Fax: (202) 429-2294  
12 gmason@masonllp.com  
13 dlitz@masonllp.com

14 Gary M. Klinger  
15 227 W. Monroe Street, Suite 2100  
16 Chicago, Illinois 60606  
17 Tel: (312) 283-3814  
18 gklinger@masonllp.com

19 *Attorneys for Plaintiff*  
20 *Chelcie Bailey*  
21 chineline@bakerlaw.com

22 *Attorneys for Defendants*  
23 *Grays Harbor county Public Hospital*  
24 *District No. 2, Grays Harbor Community*  
25 *Hospital, and GHCH Physician Services,*  
26 *LLC d/b/a Harbor Medical Group*  
27

**BAKER & HOSTETLER, LLP**

By: /s/ Paul G. Karlsgodt

Paul G. Karlsgodt  
1801 California Street, Suite 4400  
Denver, Colorado 80202-2662  
(303) 764-0600  
pkarlsgodt@bakerlaw.com

Curt R. Hinline, WSBA No. 16317  
BAKER & HOSTETLER LLP  
999 Third Avenue, Suite 3600  
Seattle, WA 98104-4040  
Tel: (206) 332-1380  
Fax: (206) 624-7317