

SUPERIOR COURT OF THE STATE OF WASHINGTON, COUNTY OF KING

If you were notified by Virginia Mason Medical Center regarding the January 2022 Data Incident, you may be eligible for a payment and credit monitoring services from a class action settlement.

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

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

- A settlement has been reached in a class action lawsuit against Virginia Mason Medical Center ("VMMC" or "Defendant") relating to cyberattack against VMMC's computer systems that occurred on or about January 16, 2022 through on or about January 20, 2022 (the "Data Incident"). The computer systems possibly affected by the Data Incident potentially contained personal and protected health information of certain individuals. The plaintiffs claim that Defendants were responsible for the Data Incident and assert claims for violation of the Washington State Uniform Healthcare Information Act, violation of the Washington State Consumer Protection Act, negligence, negligence *per se*, breach of express contract, breach of implied contract, breach of the implied covenant of good faith and fair dealing, breach of confidence, unjust enrichment, and breach of fiduciary duty. VMMC denies all of the claims.
- If you received a notification from VMMC 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 lost time relating to the Data Incident, and for credit monitoring and identity protection services.
- 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		DEADLINE
SUBMIT A CLAIM FORM	This is the only way you can get payment.	August 7, 2023
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will not get any payment from the Settlement, but you also will not release your claims against Defendants. This is the only option that allows you to be part of any other lawsuit against Defendants or related parties for the legal claims resolved by this Settlement.	July 7, 2023

OBJECT TO THE SETTLEMENT	Write to the Claims Administrator with reasons why you do not agree with the Settlement.	July 7, 2023
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.	August 9, 2023 at 1:00 p.m. CT
DO NOTHING	You will not get any credit monitoring from this Settlement and you will give up certain legal rights. Submitting a claim form is the only way to obtain a payment or the credit monitoring from this Settlement.	No Deadline

- 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.VMMCSettlement.com, or call 1-844-701-1097.
- 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 King. The case is known as *Michael Bergeson, individually and on behalf of all others similarly situated v. Virginia Mason Medical Center*, Case No. 22-2-09089-8 SEA (the "Lawsuit"). The persons who filed the Lawsuit is called the Plaintiff and the entity they sued, Virginia Mason Medical Center, is called the Defendant.

2. What is this lawsuit about?

The Lawsuit claims that the Defendant 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, negligence *per se*, breach of express contract, breach of implied contract, breach of the implied covenant of good faith and fair dealing, breach of confidence, unjust enrichment, and breach of fiduciary duty. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident.

Defendant 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, Michael Bergeson) 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 Defendant. Instead, the Plaintiff negotiated a settlement with Defendant that allows both Plaintiff and Defendant 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 and credit monitoring services without further delay. The Class Representative and their attorneys think the Settlement is best for all Settlement Class members. This Settlement does not mean that Defendant 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 VMMC pertaining to the Data Incident.

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

Yes. Specifically excluded from the Settlement Class are: (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.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement will provide payments and credit monitoring services to people who submit valid claims.

Settlement Class Members can claim up to \$500 each for: (1) Ordinary Reimbursements (Question 8, below); (2) Lost Time (Question 8, 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.

Settlement Class Members can also claim up to \$2,500 for Extraordinary Reimbursements (Question 8, below). In order to claim this payment, you must provide related documentation with the Claim Form.

Settlement Class Members can also make a claim for up to 24-months of credit monitoring and identity protection services (Question 9, below).

The Settlement also provides that Defendant has adopted and implemented additional security measures following the Data Incident to further strengthen the security of its systems.

8. What payments are available for Expense Reimbursement?

Class Members are eligible to receive reimbursement of up to \$500 (in total) for the following categories of documented out-of-pocket expenses resulting from the Data Incident including but not limited to:

- unreimbursed losses relating to fraud or identity theft;

- professional fees including attorneys' fees, accountants' fees and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency;
- credit monitoring costs that were incurred on or after January 16, 2022, through the date of the Claims Deadline; and
- miscellaneous expenses such as notary, fax, postage, copying, mileage and long-distance telephone charges, that were incurred on or after January 16, 2022, through the date of the Claims Deadline.

Included within the \$500, Settlement Class Members may make a claim for up to three hours of lost time spent dealing with the Data Incident, to be paid out at \$20 per hour. Such time can include, 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.

Additionally, Settlement Class Members may make a claim for reimbursement of up to \$2,500 for extraordinary documented out-of-pocket expense resulting from the Data Incident. In order to qualify for reimbursement under this category, the losses must be:

1. an actual, documented, and unreimbursed monetary loss;
2. more likely than not caused by the Data Incident;
3. occurred on or after January 16, 2022;
4. 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.

9. What credit monitoring and identity theft protections are available?

Class Members who submit a valid claim are eligible to enroll in a total of two (2) years of three (3) bureau credit monitoring services through TransUnion *myTrueIdentity* credit monitoring and identity theft protection service. More details are provided in the Settlement Agreement, which is available at www.VMMCSettlement.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.VMMCSettlement.com, or you may request one by mail by calling 1-844-701-1097. Read the instructions carefully, fill out the Claim Form, and submit online or mail it **postmarked no later than August 7, 2023** to:

VMMC Claims Administrator
P.O. Box 3274
Baton Rouge, LA 70821

11. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims 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 Claims Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have their claim reviewed by an impartial Claim Referee. Additional information regarding the claims process can be found in Sections II and III of the Settlement Agreement, available at www.VMMCSettlement.com.

12. When will I get my payment?

The Court will hold a Final Fairness Hearing at **1:00 pm CT on August 9, 2023** 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. 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 or credit monitoring services you must submit a Claim Form either online or by mail postmarked by **August 7, 2023**.

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

If the Settlement becomes final, you will give up your right to sue VMMC for the claims being resolved by this Settlement. The specific claims you are giving up against VMMC are in Section

I of the Settlement Agreement. You will be "releasing" VMMC and all related people or entities as described in Section I of the Settlement Agreement. The Settlement Agreement is available at www.VMMCSettlement.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 VMMC 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 VMMC for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue VMMC 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 *Bergeson v. Virginia Mason Medical Center*. Your letter must include your name, address, telephone number and signature. Your letter must state the words "*Request for Exclusion*" at the top of the document and contain 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." You must mail your exclusion request **postmarked no later than July 7, 2023** to:

VMMC Settlement Exclusions
P.O. Box 3274
Baton Rouge, LA 70821

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLL, 5335 Wisconsin Avenue NW, Suite 440, Washington, D.C. 20015, 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 and litigation costs in the amount of \$100,000. Class Counsel will also request approval of an incentive award of \$1,500 for the Class Representative. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid separately by Defendants 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 Claims Administrator and mail copies to Class Counsel and Defendants' Counsel a written notice stating that you object to the Settlement in *Bergeson v. Virginia Mason Medical Center*.

Your objection must include:

- (a) the name of the proceedings ("*Bergeson v. Virginia Mason Medical Center*");
- (b) your 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 you; and
- (e) your signature or your attorney's signature.

You must mail your objection postmarked no later than **July 7, 2023** to:

VMMC Settlement Objections
P.O. Box 3274
Baton Rouge, LA 70821

You must also mail copies of your objection to Class Counsel and Defendant's Counsel postmarked no later than **July 7, 2023**, at all of the addresses below.

CLASS COUNSEL	VMMC'S COUNSEL
David K. Lietz Milberg Coleman Bryson Phillips Grossman, PLLC 5335 Wisconsin Avenue NW, Suite 440 Washington, DC 20015	Brian Middlebrook John T. Mills Gordon Rees Scully Mansukhani, LLP One Battery Park Plaza, 28 th Floor New York, NY 10004

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 1:00 p.m. CT on August 9, 2023 via Zoom. 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 Defendants 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.VMMCSettlement.com, or by writing to the VMMC Claims Administrator, P.O. Box 3274, Baton Rouge, LA 70821.

27. How do I get more information?

Go to www.VMMCSettlement.com, call 1-844-701-1097, or write to VMMC Claims Administrator, PO Box 3274, Baton Rouge, LA 70812.

***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.***