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

*In re: Fred Hutchinson Cancer Center
Data Breach Litigation,*

Governing Case No. 23-2-24266-1
SEA

Consolidated Case Numbers:

- 23-2-24438-9 SEA
- 23-2-24597-1 SEA
- 23-2-24737-0 SEA
- 23-2-24742-6 SEA
- 24-2-07697-2 SEA
- 24-2-08260-3 SEA
- 24-2-08166-6 SEA
- 24-2-03365-3 SEA

SETTLEMENT AGREEMENT

1 This Settlement Agreement, dated December ____, 2024, is made and entered
2 into by and among Plaintiffs Shawna Arneson, Jennifer Aspelund, Robert Ayers,
3 Kayla Browne, Jennifer Clayton, Jane Doe, Gary Holz, and Arlene Rappaport Reed
4 (“Plaintiffs”) and Defendants Fred Hutchinson Cancer Center (“Fred Hutch”) and
5 University of Washington (“UW”) (collectively, “Defendants,” and together with
6 Plaintiffs, the “Settling Parties”), by and through their respective counsel. This
7 Agreement is intended by the Settling Parties to fully, finally, and forever resolve,
8 discharge, and settle all of Plaintiffs’ Released Claims, as defined below, upon and
9 subject to the terms and conditions hereof, and subject to the Court’s approval.

10 **RECITALS**

11 WHEREAS, between December 8, 2023 and December 2, 2024, Plaintiffs
12 variously filed the Governing Case (No. 23-2-24266-1 SEA) and the eight other
13 consolidated cases (Nos. 23-2-24438-9 SEA, 23-2-24597-1 SEA, 23-2-24737-0
14 SEA, 23-2-24742-6 SEA, 24-2-07697-2 SEA, 24-2-08260-3 SEA, 24-2-08166-6
15 SEA, and 24-2-03365-3 SEA);

16 WHEREAS, each of the consolidated cases arises from the cyberattack
17 experienced by Fred Hutch on or about November 10, 2023, in which cybercriminals
18 accessed and obtained personally identifiable information (“PII”) and protected
19 health information (“PHI”) (collectively, “Private Information”) relating to Plaintiffs
20 and approximately 2.1 million Class Members (the “Data Security Incident”);

21 WHEREAS, each lawsuit alleged that Plaintiffs’ and Class Members’ Private
22 Information was accessed from Fred Hutch’s computer system as a result of the
23 alleged failure to implement and maintain reasonable data security safeguards by the
24 defendant(s) named in each lawsuit, and that Plaintiffs and Class Members suffered
25 damages as a result of such conduct.

26 WHEREAS, on April 19, 2024, Plaintiffs filed a motion to consolidate the
27 cases;

1 WHEREAS, on April 26, 2024, the Court entered an Order Granting Plaintiffs’
2 Stipulated Motion to Consolidate Related Cases, and on July 1, 2024, Plaintiffs filed
3 their operative Consolidated Complaint;

4 WHEREAS, the operative Consolidated Complaint asserts claims against
5 Defendant Fred Hutch for Negligence, Breach of Implied Contract, Unjust
6 Enrichment, and violation of the Washington Consumer Protection Act (Wash. Rev.
7 Code § 19.86.020, *et seq.*) and against Defendant UW for Negligence, Breach of
8 Implied Contract, and Unjust Enrichment (the “Litigation”), arising from the Data
9 Security Incident (as such term is defined below);

10 WHEREAS, Defendants have denied and continue to deny: (a) each and every
11 allegation and all charges of wrongdoing or liability of any kind whatsoever asserted
12 or which could have been asserted in this Litigation; (b) that the Plaintiffs in the
13 Litigation and the class they purport to represent have suffered any cognizable
14 damage or harm caused by either Defendant’s conduct related to the Data Security
15 Incident; and (c) that the Plaintiffs could satisfy the requirements necessary to try the
16 Litigation as a class action under Washington law;

17 WHEREAS, without acknowledging or admitting any fault or liability on the
18 part of the Defendants, the Settling Parties have agreed to enter into this Agreement
19 as a reasonable and appropriate compromise of Plaintiffs’ and Class Members’
20 claims to put to rest all controversy and to avoid the uncertainty, risk, expense, and
21 burdensome, protracted, and costly litigation that would be involved in pursuing and
22 defending this Litigation. This Agreement is for settlement purposes only, and
23 nothing in this Agreement shall constitute, be construed as, or be admissible in
24 evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs
25 in this Litigation, in any of the individual lawsuits consolidated into this Litigation,
26 or in any other pending or subsequently filed action, or of any wrongdoing, fault,
27 violation of law, or liability of any kind on the part of Defendants or admission by
28

1 any of the parties of the validity or lack thereof of any claim, allegation, or defense
2 asserted in this Litigation or in any other action;

3 WHEREAS, the Settling Parties participated in good faith, arms-length
4 settlement discussions, which included a mediation held on August 28, 2024, with
5 experienced and respected mediator, Hon. Diane M. Welsh (Ret.) of JAMS, and
6 subsequent negotiations facilitated by Judge Welsh, through which the basic terms
7 of a settlement were negotiated and agreed to in principle;

8 WHEREAS, Class Counsel conducted a thorough examination and evaluation
9 of the relevant law and facts to assess the merits of the claims to be resolved in this
10 settlement and how best to serve the interests of the putative class in the Litigation.
11 Based on this investigation and the negotiations described above, Class Counsel have
12 concluded, taking into account the sharply contested issues involved, the risks,
13 uncertainty and cost of further pursuit of this Litigation, and the benefits to be
14 provided to the Settlement Class pursuant to this Agreement, that a settlement with
15 Defendants on the terms set forth in this Agreement is fair, reasonable, adequate and
16 in the best interests of the putative class;

17 WHEREAS, this Settlement Agreement is intended to fully, finally and forever
18 resolve all claims and causes of action asserted, or that could have been asserted
19 based upon the facts alleged in the Complaint, against Defendants and the Released
20 Persons, by and on behalf of the Plaintiffs and Settlement Class Members, and any
21 other such actions by and on behalf of any other putative classes of individuals
22 against Defendants originating, or that is amenable to or may originate, in
23 jurisdictions in the United States, reasonably related to the facts alleged in the
24 Consolidated Complaint.

25 NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Settling
26 Parties, that, subject to the approval of the Court as provided for in this Agreement,
27 the Litigation and Released Claims shall be fully and finally settled, compromised,
28 and released, on the following terms and conditions:

1 **I. DEFINITIONS**

2 As used in this Settlement Agreement, the following terms have the meanings
3 specified below:

4 1.1 “Agreement” or “Settlement Agreement” means this agreement.

5 1.2 “Claims Administration” means the issuing of notice of the settlement
6 reflected in this Agreement to Class Members and the processing and payment of
7 claims received from Settlement Class Members by the Claims Administrator.

8 1.3 “Claims Administrator” means Kroll Settlement Administration, LLC
9 (“Kroll”), who is experienced in administering class action claims generally and
10 specifically those of the type provided for and made in data breach litigation. The
11 Claims Administrator shall execute a Business Associate Agreement to the
12 satisfaction of Fred Hutch.

13 1.4 “Claims Deadline” means the postmark and/or online submission
14 deadline for valid claims submitted pursuant to ¶ 2.2 below. The Claims Deadline is
15 ninety (90) days after the Notice Commencement date.

16 1.5 “Claim Form” means the claim form to be used by Settlement Class
17 Members to submit a Settlement Claim, either through the mail or online through the
18 Settlement Website, substantially in the form as shown in **Exhibit A**.

19 1.6 “Claimant” means a Settlement Class Member who submits a Claim
20 Form for a Settlement Payment.

21 1.7 “Class Members” means all individuals residing in the United States
22 whose Private Information was potentially or actually compromised in the Data
23 Security Incident, including all those who were sent Notice by Fred Hutch or its
24 authorized representatives. Class Members is defined to specifically exclude: (a) all
25 individuals who are directors or officers of either Defendant or who are regents of
26 UW, (b) any entity in which a Defendant has a controlling interest, (c) the affiliates,
27 legal representatives, attorneys, successors, heirs, and assigns of Defendants, (d) the
28 Judge assigned to the Litigation, and (e) that Judge’s immediate family and Court

1 staff. There are approximately 2,151,554 Class Members. These individuals
2 constitute the “Settlement Class” solely for purposes of certifying a settlement class
3 in this Litigation.

4 1.8 “Costs of Claims Administration” means all actual costs associated with
5 or arising from Claims Administration. The Claims Administrator shall, from the
6 Settlement Fund, pay all Costs of Claims Administration subject to approval by Class
7 Counsel.

8 1.9 “Court” means the King County Superior Court in the State of
9 Washington.

10 1.10 “Data Security Incident” means the data security incident alleged in the
11 operative Consolidated Complaint, i.e., the cyberattack perpetrated on Fred Hutch
12 between November 10 and November 25, 2023, and which Fred Hutch detected on
13 or around November 19, 2023.

14 1.11 “Dispute Resolution” means the process for resolving disputed
15 Settlement Claims as set forth in this Agreement.

16 1.12 “Effective Date” means the Effective Date as defined in ¶ 11.1 below.

17 1.13 “Final Approval Order” means an order and Judgment that the Court
18 enters which finally approves the Settlement Agreement without material change to
19 the Settling Parties’ agreed-upon proposed final approval order and judgment. Class
20 Counsel shall move the Court for a Final Approval Order of this Settlement fourteen
21 (14) days prior to the date of the Final Fairness Hearing.

22 1.14 “Judgment” means a judgment rendered by the Court.

23 1.15 “Litigation” means *In re: Fred Hutchinson Cancer Center Data Breach*
24 *Litigation* (consolidated into Governing Case No. 23-2-24266-1 SEA), pending
25 before the Court as of the date of this Agreement.

26 1.16 “Long Notice” means the long form notice of settlement to be posted on
27 the Settlement Website, substantially in the form as shown in **Exhibit B**.

28

1 1.17 “Notice Commencement Date” means thirty (30) days following entry
2 of the Preliminary Approval Order.

3 1.18 “Notice Program” means steps taken by the Claims Administrator to
4 notify Class Members of the settlement as set forth below.

5 1.19 “Objection Date” means the date by which Settlement Class Members
6 must file with the Court, with service to Proposed Settlement Class Counsel for the
7 Settling Parties, their objection to the Settlement Agreement for that objection to be
8 effective. The Objection Date is sixty (60) days after the Notice Commencement
9 Date.

10 1.20 “Opt-Out Date” means the date by which Class Members must mail
11 requests to be excluded from the Settlement Class for that request to be effective. The
12 postmark date shall constitute evidence of the date of mailing for these purposes. The
13 Opt-Out Date is sixty (60) days after the Notice Commencement Date.

14 1.21 “Person” means an individual, corporation, partnership, limited
15 partnership, limited liability company or partnership, association, joint stock
16 company, estate, legal representative, trust, unincorporated association, government
17 or any political subdivision or agency thereof, and any business or legal entity, and
18 their respective spouses, heirs, predecessors, successors, representatives, or
19 assignees.

20 1.22 “Plaintiffs’ Counsel” means Kim D. Stephens of Tousley Brain
21 Stephens PLLC, M. Anderson Berry of Clayeo C. Arnold, A Professional Corp.,
22 Raina C. Borrelli of Strauss Borrelli PLLC, Ashley M. Crooks of Hausfeld LLP,
23 Brian C. Gudmundson of Zimmerman Reed LLP, and John J. Nelson of Milberg
24 Coleman Bryson Phillips Grossman LLC and their associated law firms.

25 1.23 “Postcard Notice” means the postcard notice of the proposed class
26 action settlement, substantially in the form as shown in **Exhibit C**. The Postcard
27 Notice will direct recipients to the Settlement Website and inform Class Members of,
28 among other things, the Claims Deadline, the Opt-Out Date and Objection Date, and

1 the date of the Final Fairness Hearing. The Postcard Notice will also include a
2 shortened version of the Claims Form allowing Settlement Class Members to submit
3 via mail a claim for Pro Rata Cash Fund payment and for Medical Identity-Theft
4 Protection without the need to visit the Settlement Website.

5 1.24 “Preliminary Approval Order” means the order preliminarily approving
6 the Settlement Agreement and ordering that notice be provided to Class Members
7 substantially in the form attached hereto as **Exhibit D**.

8 1.25 “Proposed Settlement Class Counsel” and “Class Counsel” means Kim
9 D. Stephens of Tousley Brain Stephens PLLC and M. Anderson Berry of Clayco C.
10 Arnold, A Professional Corp.

11 1.26 “Related Entities” means Defendants’ respective past or present
12 officers, directors, regents, employees, consultants, servants, members, partners,
13 principals, shareholders, owners, parents, subsidiaries, divisions, partnerships,
14 corporations, public hospital districts, medical centers and other healthcare providers,
15 faculty practice plans, workforce members, subsidiaries, divisions, partners, joint
16 venturers, licensees, customers, and related or affiliated entities (including without
17 limitation all entities who had information impacted in the Data Security Incident, all
18 UW Medicine organizations without regard to whether such organizations are legally
19 recognized entities or proper defendants, such as Airlift Northwest, Harborview
20 Medical Center, Public Hospital District No. 1 d/b/a Valley Medical Center, The
21 Association of Children’s and University Physicians d/b/a Children’s University
22 Medical Group, The Association of University Physicians d/b/a UW Physicians,
23 University of Washington School of Medicine, UW Medical Center (both Montlake
24 and Northwest campuses), and UW Physicians Network d/b/a UW Medicine Primary
25 Care, as well as any entities in which either Defendant has a controlling interest), and
26 each of their respective past or present predecessors, successors, directors, officers,
27 employees, principals, agents, creditors, attorneys, executors, heirs, administrators,
28 joint ventures, personal representatives, assigns, transferees, trustees, insurers, and

1 reinsurers, and includes, without limitation, any Person or government (including but
2 not limited to the State of Washington) related to any such entity who is, was, or
3 could have been named as a defendant in any of the actions comprising the Litigation.

4 1.27 “Released Claims” shall collectively mean any and all past, present, and
5 future claims, causes of action, lawsuits, set-offs, costs, expenses, attorneys’ fees,
6 losses, rights, demands, charges, complaints, actions, matters, suits, petitions,
7 obligations, debts, contracts, penalties, damages (including incidental damages,
8 consequential damages, statutory damages, and punitive damages), rights to
9 restitution, disgorgement, or other monetary relief, or liabilities of any kind and
10 description and of any nature whatsoever, whether known or unknown, liquidated or
11 unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, matured
12 or unmatured, in law or equity, and any other form of legal or equitable relief that
13 has been asserted, was asserted, or could have been asserted, by any Settlement Class
14 Member against any of the Released Persons that arises out of or otherwise relates to
15 the Data Security Incident or the investigation thereof, that is reasonably related to
16 the operative facts alleged in or otherwise described by the Consolidated Complaint
17 or the investigation thereof, and/or that otherwise relate in any way to the Released
18 Persons’ collection, receipt, storage, acquisition, use, aggregation, compilation,
19 distribution, disclosure, protection, transfer, or access to any records or systems
20 affected by the Data Security Incident or information reflected therein. Released
21 Claims shall not include the right of any Settlement Class Member or any of the
22 Released Persons to enforce the terms of the Settlement contained in this Settlement
23 Agreement and shall not include the claims of Class Members who have timely
24 excluded themselves from this Settlement using the protocol described herein.

25 1.28 “Released Persons” means Defendants and their Related Entities.

26 1.29 “Settlement Claim” means a claim for settlement benefits made under
27 the terms of this Settlement Agreement.
28

1 1.30 “Settlement Class Member(s)” means Class Members who do not
2 timely and validly opt-out of the Agreement by excluding themselves from this
3 settlement proceeding using the protocol described herein.

4 1.31 “Settlement Class Representatives” or “Representative Plaintiffs”
5 means Shawna Arneson, Jennifer Aspelund, Robert Ayers, Kayla Browne, Jennifer
6 Clayton, Jane Doe, Gary Holz, and Arlene Rappaport Reed.

7 1.32 “Settlement Fund” shall mean the common fund established pursuant to
8 ¶ 2.1.1 of this Agreement.

9 1.33 “Settling Parties” means, collectively, Defendants and Plaintiffs,
10 individually and on behalf of the Settlement Class Members.

11 1.34 “Settlement Website” means a website, the URL for which will be
12 mutually selected by the Settling Parties in consultation with the Claims
13 Administrator, that will inform Class Members of the terms of this Settlement
14 Agreement, their rights, dates and deadlines and related information, as well as
15 provide the Class Members with the ability to submit a Settlement Claim online.

16 1.35 “United States” as used in this Settlement Agreement includes all 50
17 states, the District of Columbia, and all territories.

18 1.36 “Valid Claims” means Settlement Claims in an amount approved by the
19 Claims Administrator or found to be valid through the claims processing and/or
20 Dispute Resolution process, or through the process for review and challenge set forth
21 in the section entitled, “Administration of Claims.”

22 **II. SETTLEMENT CLASS BENEFITS**

23 2.1.1 Settlement Fund. Defendants and/or their insurers shall create a non-
24 reversionary common fund of eleven million five hundred thousand dollars
25 (\$11,500,000.00) as consideration for the releases obtained in this Settlement. Within
26 twenty-one (21) days of the Preliminary Approval Order, Defendants will pay or
27 cause to be paid into that non-reversionary common fund the greater of \$1 million or
28 an amount designated by the Claims Administrator that is necessary to fund notice to

1 the Settlement Class. The remainder of the \$11,500,000.00 (i.e., the amounts
2 remaining to be paid after the initial payment) will be paid into the non-reversionary
3 cash settlement fund within fourteen (14) days of the Effective Date of the
4 Settlement. The Claims Administrator shall provide wiring instructions and a
5 properly completed and duly executed IRS Form W-9, along with any other
6 necessary forms, to Defendants within ten (10) days after the entry of the Preliminary
7 Approval Order. As set forth below, the Settlement Fund will be used to pay for: (i)
8 Compensation for Out-of-Pocket Losses (¶ 2.2.1); (ii) Pro Rata Cash Payments (¶
9 2.2.3); (iii) Costs of Notice and Claims Administration (¶ 1.8); (iv) Medical Identity-
10 Theft Protection and Monitoring services (¶ 2.3); (v) any service awards approved
11 by the Court (¶ 9.1); and (vi) any attorneys' fees and litigation expenses approved by
12 the Court (¶ 9.2). Defendants shall have no other financial obligation under this
13 Agreement whatsoever. In addition, under no circumstances will Defendants or any
14 of the Released Persons have any liability for taxes or tax expenses for class
15 members, their counsel, or any third party under this Settlement Agreement.

16 2.2 Cash Benefits. The Claims Administrator will make available from the
17 Settlement Fund the below compensation to Settlement Class Members who submit
18 valid and timely Claim Forms. Claims will be reviewed for completeness and
19 plausibility by the Claims Administrator. For claims deemed invalid, the Claims
20 Administrator shall provide Claimants an opportunity to cure, unless an inability to
21 cure is apparent from the face of the claim, e.g., the Claimant is not a Class Member.

22 2.2.1 Compensation for Out-of-Pocket Losses: All Settlement Class
23 Members may submit a claim for up to \$5,000.00 for documented out-of-
24 pocket losses incurred as a direct result of the Data Security Incident, to be
25 paid out of the Settlement Fund. Examples of the kind of documented out-of-
26 pocket losses that may be claimed include unreimbursed losses relating to
27 fraud or identity theft, unreimbursed costs of credit monitoring incurred
28 between the time of the Data Security Incident and the time the claim is

1 submitted, postage, copying, scanning, faxing, mileage and other travel-related
2 charges, parking, notary charges, research charges, cell phone charges (only if
3 charged by the minute), long distance phone charges, data charges (only if
4 charged based on the amount of data used), text message charges (only if
5 charged by the message), bank fees, accountant fees, and attorneys' fees, all of
6 which must be fairly traceable to the Data Security Incident and must not have
7 been previously reimbursed by a third party. Expenses must be attested to and
8 supported by documentation substantiating the full extent of the amount
9 claimed.

10 2.2.2 Settlement Class Members seeking reimbursement under ¶ 2.2.1
11 must complete and submit to the Claims Administrator a Claim Form in a form
12 substantially similar to the one attached as **Exhibit A**, postmarked or submitted
13 online or received on or before the Claims Deadline. The notice to the Class
14 Members will specify this deadline and other relevant dates described herein.
15 The Claim Form must be verified by the Settlement Class Member with a
16 statement that his or her claim is true and correct, to the best of his or her
17 knowledge and belief. Notarization shall not be required. Claims for Out-of-
18 Pocket Losses must be attested to and supported by documentation
19 substantiating the full extent of the amount claimed. Failure to provide such
20 supporting documentation, as requested on the Claim Form, shall result in
21 denial of a claim. Disputes as to claims submitted under this paragraph are to
22 be resolved pursuant to the provisions stated in ¶ 10.1.

23 2.2.3 Pro Rata Cash Fund Payments. All Settlement Class Members
24 are eligible to make a claim for a Cash Fund Payment of up to \$599.00,
25 regardless of whether they make a claim for Out-of-Pocket Losses, to be paid
26 out of the Settlement Fund. The Pro Rata Cash Fund Payments will evenly
27 distribute the net amount of the Settlement Fund, after payment of all approved
28 claims for Out-of-Pocket Losses, Notice and Administration Expenses, the

1 cost of Medical Identity-Theft Protection and Monitoring, any Fee and
2 Expenses Award, and Class Representative Service Awards the Court may
3 award, to each Settlement Class Member who submits a Valid Claim.

4 2.3 Medical Identity-Theft Protection and Monitoring. All Settlement Class
5 Members may submit a Claim for Medical Identity-Theft Protection and Monitoring,
6 the costs of which will be paid out of the Settlement Fund. Settlement Class Members
7 are eligible to receive two (2) years of Medical Shield Complete, a medical
8 information protection and monitoring service offered through CyEx. This service
9 monitors medical and healthcare data to determine whether consumers' private health
10 information is at risk or has been exposed to medical fraud and comes with single-
11 bureau credit monitoring. Class Members may claim this service regardless of
12 whether they make a claim for Out-of-Pocket Losses or Pro Rata Cash Fund
13 Payments. Settlement Class Members will need to submit a claim and enroll in the
14 program to receive this benefit.

15 2.3.1 If sufficient funds remain in the Settlement Fund after paying out:

16 (i) Compensation for Out-of-Pocket Losses (¶ 2.2.1); (ii) Pro Rata Cash
17 Payments (¶ 2.2.3); (iii) Costs of Notice and Claims Administration (¶ 1.8);
18 (iv) two years of Medical Identity-Theft Protection and Monitoring services
19 (¶ 2.3); (v) any class representative service awards the Court may award
20 (¶ 9.1); and (vi) any attorneys' fees and litigation expenses the Court may
21 award (¶ 9.2), such remaining funds shall be used to purchase additional
22 months or years of Medical Identity-Theft Protection services, to the extent the
23 purchase of additional credit monitoring services is economically feasible in
24 light of the amount of funds remaining in the Settlement Fund.

25 2.4 Residual Funds. In the event that there is any portion of the Settlement
26 Fund that remains after all of the above have been paid, and it is not economically
27 feasible to further distribute funds pursuant to ¶ 2.3.1, any such residual funds shall
28 be distributed to the Legal Foundation of Washington. Given that the intention is that

1 the net amount of the Settlement Fund will be fully paid out to Settlement Class
2 Members claiming the Pro Rata Cash Fund Payments, it is anticipated that the only
3 Residual Funds will be from uncashed settlement checks or unnegotiated electronic
4 payments.

5 2.5 Business Practice Enhancements, Including Monetary Investment into
6 Data Security. Defendants have and will continue to undertake certain reasonable
7 steps to enhance the policies, processes, and security controls deployed to secure Fred
8 Hutch's data network and patient data stored therein, including the following:

- 9 a) Since the Data Security Incident, Fred Hutch has committed to
10 implement, and has committed to continue to implement over the next
11 three years, certain security enhancements to further bolster its data
12 network security. These enhancements include a variety of methods for
13 securing Personal Information, including: performing various audits and
14 testing exercises; engaging security consulting firms to harden Fred
15 Hutch's infrastructure, consolidate IT systems, and limit access to
16 systems; implementing a centralized incident management system;
17 employing additional IT personnel; restricting access to Fred Hutch's
18 systems; and updating programs to provide continuous hunting of
19 possible threats within Fred Hutch's network. Additionally, Fred Hutch
20 will jointly engage a third-party auditor, with UW, as set forth in
21 ¶ 2.5(b). Fred Hutch values these improvements at no less than
22 \$13,500,000.00. A full statement of Fred Hutch's security
23 enhancements that Fred Hutch has agreed to implement in connection
24 with this Settlement has been provided in the form of a declaration and
25 confirmatory discovery to Plaintiffs and incorporated herein by
26 reference. This statement is available to be filed under seal upon request
27 from the Court.
28

1 in order to evaluate the claim (e.g., documentation requested on the Claim Form,
2 information regarding the claimed losses, available insurance and the status of any
3 claims made for insurance benefits, and claims previously made for identity theft and
4 the resolution thereof). For any such Settlement Claims that the Claims Administrator
5 determines to be implausible, the Claims will be deemed invalid and submitted to
6 counsel for the Settling Parties. If counsel for the Settling Parties agree that any such
7 claim is a Valid Claim, the Claims Administrator shall follow counsel's joint
8 direction regarding the disposition of the claim.

9 2.6.1 Upon receipt of an incomplete or unsigned Claim Form or a
10 Claim Form that is not accompanied by sufficient documentation to determine
11 whether the claim is facially valid, the Claims Administrator shall request additional
12 information and give the Claimant thirty (30) days to cure the defect before rejecting
13 the claim. If the defect is not cured, then the claim will be deemed invalid and there
14 shall be no obligation to pay the claim.

15 2.6.2 Following receipt of additional information requested by the
16 Claims Administrator, the Claims Administrator shall have thirty (30) days to accept,
17 in whole or lesser amount, or reject each claim. If, after review of the claim and all
18 documentation submitted by the Claimant, the Claims Administrator determines that
19 such a claim is valid, then the claim shall be paid, subject to the review and challenge
20 process set forth in ¶ 10.1. If the claim is determined to be invalid, then the Claims
21 Administrator will submit it to counsel for the Settling Parties. If counsel for the
22 Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator
23 shall follow counsel's joint direction regarding the disposition of the claim.

24 **III. CLASS CERTIFICATION**

25 3.1 The Settling Parties agree, for purposes of this settlement only, to the
26 certification of the Settlement Class. If the settlement set forth in this Settlement
27 Agreement is not approved by the Court, or if the Settlement Agreement is terminated
28 or cancelled pursuant to the terms of this Settlement Agreement, this Settlement

1 Agreement, and the certification of the Settlement Class provided for herein, will be
2 vacated and the Litigation shall proceed as though the Settlement Class had never
3 been certified, without prejudice to any Person's or Settling Party's position on the
4 issue of class certification or any other issue. The Settling Parties' agreement to the
5 certification of the Settlement Class is also without prejudice to any position asserted
6 by the Settling Parties in any other proceeding, case or action, as to which all of their
7 rights are specifically preserved. All discussions and agreements related to the
8 Settlement Agreement shall be considered confidential and inadmissible pursuant to
9 ER 408.

10 **IV. NOTICE AND CLAIMS ADMINISTRATION**

11 4.1 The Settling Parties selected Kroll to be the Claims Administrator, who
12 will be charged with delivering sufficient notice (including direct notice) and
13 administering the claims process. The Claims Administrator shall, from the
14 Settlement Fund, pay the entirety of the Costs of Claims Administration, including
15 the cost of notice, subject to approval by Class Counsel.

16 4.2 After the Effective Date, the Claims Administrator shall provide the
17 requested relief to all Settlement Class Members that made valid and timely claims,
18 subject to the individual caps on Settlement Class Member payments set forth in
19 ¶¶ 2.2.1 and 2.2.3 above.

20 **V. PRELIMINARY APPROVAL**

21 5.1 As soon as practicable after the execution of the Settlement Agreement,
22 Proposed Settlement Class Counsel and counsel for Defendants shall jointly submit
23 this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will
24 file a motion for preliminary approval of the settlement with the Court requesting
25 entry of a Preliminary Approval Order in a form substantially similar to the one
26 attached as **Exhibit D**, requesting, among other things:

- 27 a) certification of the Settlement Class for settlement purposes only
28 pursuant to ¶ 3.1;

- 1 b) preliminary approval of the Settlement Agreement as set forth
- 2 herein;
- 3 c) appointment of Proposed Settlement Class Counsel as Settlement
- 4 Class Counsel;
- 5 d) appointment of Plaintiffs as Settlement Class Representatives;
- 6 e) providing that the settlement as set forth in this Agreement is not
- 7 an admission or evidence of wrongdoing, fault, violation of law,
- 8 or liability of any kind by Defendants, and that evidence relating
- 9 to the Agreement shall not be admissible into evidence or used in
- 10 any action or proceeding, except for purposes of interpreting this
- 11 Agreement and the Preliminary and Final Approval Orders;
- 12 f) Approval of the Notice Program and Notices;
- 13 g) Approval of the Claim Form and Claims process; and
- 14 h) Appointment of Kroll as the Claims Administrator.

15 The Long Notice, Postcard Notice, and Claim Form will be reviewed and approved
16 by the Claims Administrator but may be revised as agreed upon by the Settling Parties
17 prior to submission to the Court for approval.

18 5.2 Proposed Settlement Class Counsel and counsel for Defendants will
19 cooperate in the preparation and filing of the motion for preliminary approval
20 described in ¶ 5.1 above.

21 5.3 The Claims Administrator shall, from the Settlement Fund, pay for
22 providing notice to Class Members in accordance with the Preliminary Approval
23 Order. Service Awards to Class Representatives and attorneys' fees, costs, and
24 expenses of Settlement Class Counsel, as approved by the Court, shall be paid by the
25 Claims Administrator, from the Settlement Fund, as set forth in ¶ 9 below.

26 5.4 Notice shall be provided to Class Members by the Claims
27 Administrator as follows:
28

1 5.4.1 Class Member Information: No later than fourteen (14) days after
2 entry of the Preliminary Approval Order, Fred Hutch shall provide the Claims
3 Administrator with the name, last known physical address of each Class Member to
4 the extent known (collectively, “Class Member Information”). The Class Member
5 Information and its contents shall be used by the Claims Administrator solely for the
6 purpose of performing its obligations pursuant to this Settlement Agreement and shall
7 not be used for any other purpose at any time. The Claims Administrator shall not
8 reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class
9 Member Information, except to administer the settlement as provided in this
10 Settlement Agreement, or provide all data and information in its possession to the
11 Settling Parties upon request.

12 5.4.2 Settlement Website: Prior to the dissemination of the Settlement
13 Class Notice, the Claims Administrator shall establish the Settlement Website that
14 will inform Class Members of the terms of this Settlement Agreement, their rights,
15 dates and deadlines and related information. The Settlement Website shall include,
16 in .pdf format and available for download, the following: (i) the Long Notice; (ii) the
17 Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement;
18 (v) the operative Consolidated Complaint filed in the Litigation; and (vi) any other
19 materials agreed upon by the Settling Parties and/or required by the Court. The notice
20 and claim materials will also be available in Spanish on the Settlement Website. The
21 Settlement Website shall provide Class Members with the ability to complete and
22 submit the Claim Form electronically. Proposed Settlement Class Counsel and
23 counsel for Defendants will cooperate in the review and approval of the Settlement
24 Website. The Settlement Website will remain operational until one hundred eighty
25 (180) days after the Effective Date.

26 5.4.3 Postcard Notice: Within thirty (30) days after the entry of the
27 Preliminary Approval Order, and subject to the requirements of this Agreement and
28

1 the Preliminary Approval Order, the Claims Administrator will provide notice to
2 Class Members as follows:

3 a) Via U.S. mail to all Class Members;

4 b) Before any mailing under this paragraph occurs, the Claims
5 Administrator shall run the postal addresses of Class
6 Members through the United States Postal Service
7 (“USPS”) National Change of Address database to update
8 any change of address on file with the USPS;

9 i. In the event that a mailed Postcard Notice is returned
10 to the Claims Administrator by the USPS because
11 the address of the recipient is no longer valid, and
12 the envelope contains a forwarding address, the
13 Claims Administrator shall re-send the Postcard
14 Notice to the forwarding address within seven (7)
15 days of receiving the returned Postcard Notice;

16 ii. In the event that subsequent to the first mailing of a
17 Postcard Notice, and at least fourteen (14) days prior
18 to the Opt-Out and Objection Deadline, a Postcard
19 Notice is returned to the Claims Administrator by
20 the USPS because the address of the recipient is no
21 longer valid, *i.e.*, the envelope is marked “Return to
22 Sender” and does not contain a new forwarding
23 address, the Claims Administrator shall perform a
24 standard skip trace, in the manner that the Claims
25 Administrator customarily performs skip traces, in
26 an effort to attempt to ascertain the current address
27 of the particular Class Member in question and, if
28 such an address is ascertained, the Claims

1 Administrator will re-send the Postcard Notice
2 within seven (7) days of receiving such information.

3 This shall be the final requirement for mailing; and

- 4 c) Publishing, on or before the Notice Commencement Date,
5 the Postcard Notice, Claim Form, and Long Notice on the
6 Settlement Website, as specified in the Preliminary
7 Approval Order, and maintaining and updating the website
8 throughout the claim period.

9 Notice shall be substantially completed not later than forty-five (45) days after entry
10 of the Preliminary Approval Order.

11 5.4.4 A toll-free help line shall be made available to provide Class
12 Members with information about the settlement. Proposed Settlement Class Counsel
13 and counsel for Defendants will cooperate in the review and approval of any
14 information to be provided through the toll-free help line. The Claims Administrator
15 also will provide copies of the Long Notice, and paper Claim Form, as well as this
16 Settlement Agreement, upon request.

17 5.4.5 Contemporaneously with seeking a Final Approval Order,
18 Proposed Settlement Class Counsel shall cause to be filed with the Court an
19 appropriate affidavit or declaration from the Claims Administrator with respect to
20 complying with this provision of notice. Proposed Settlement Class Counsel and
21 counsel for Defendants will cooperate in the preparation of the Claims
22 Administrator's affidavit or declaration.

23 5.5 The Postcard Notice, Long Notice, and other applicable
24 communications to the Settlement Class may be adjusted by the Claims
25 Administrator, respectively, in consultation and agreement with the Settling Parties,
26 as may be reasonable and consistent with such approval. The Notice Program shall
27 commence within thirty (30) days after entry of the Preliminary Approval Order and
28

1 shall be substantially completed within forty-five (45) days after entry of the
2 Preliminary Approval Order.

3 5.6 Proposed Settlement Class Counsel and Defendants' counsel shall
4 request that after notice is completed, and the time to file claims has expired, the
5 Court hold a hearing (which may be held remotely) (the "Final Fairness Hearing")
6 no earlier than one hundred and thirty (130) days after entry of the Preliminary
7 Approval Order and grant final approval of the settlement set forth herein. Proposed
8 Settlement Class Counsel and counsel for Defendants will cooperate in the
9 preparation and filing of the motion seeking a Final Approval Order.

10 **VI. OPT-OUT PROCEDURES**

11 6.1 Each Class Member wishing to opt out of the Settlement Class shall
12 individually sign and timely submit written notice of such intent to the designated
13 Post Office box established by the Claims Administrator. The written notice must
14 clearly manifest the Class Member's intent to opt out of the Settlement Class. To be
15 effective, written notice must be received or postmarked by the Opt-Out Date.

16 6.2 Class Members who submit valid and timely notices of their intent to
17 opt out of the Settlement Class, as set forth in ¶ 6.1 above, referred to herein as "Opt-
18 Outs," shall not receive any benefits of and/or be bound by the terms of this
19 Settlement Agreement. All Class Members (i.e., individuals falling within the
20 definition of the Settlement Class) who do not opt out of the Settlement Class in the
21 manner set forth in ¶ 6.1 above shall be bound by the terms of this Settlement
22 Agreement, Release, and Judgment entered thereon.

23 6.3 Either Defendant shall have the option to terminate this Agreement if it
24 reasonably, and in an exercise of good faith, determines that an unacceptable number
25 of the Settlement Class Members have opted out of the Settlement Agreement such
26 that the number of opt outs poses unreasonable risk of exposure to the Defendants.
27 Either Defendant shall notify Class Counsel and the Court of its intent to terminate
28 this Agreement pursuant to this paragraph within seven (7) days from the date the

1 Claims Administrator provides the Opt-Out List to Defendants as provided in ¶ 11.3
2 below or the option to terminate shall be considered waived. If either Defendant voids
3 the Settlement Agreement, Defendants shall be obligated to pay all settlement
4 expenses already incurred, excluding any attorneys' fees, costs, and expenses of
5 Proposed Settlement Class Counsel and service awards and shall not, at any time,
6 seek recovery of same from any other party to the Litigation or from counsel to any
7 other party to the Litigation.

8 **VII. OBJECTION PROCEDURES**

9 7.1 Each Settlement Class Member desiring to object to the Settlement
10 Agreement shall submit a timely written notice of his or her objection by the
11 Objection Date. Such notice shall state: (i) the objector's full name and address; (ii)
12 the case name and docket number – *In re: Fred Hutchinson Cancer Center Data*
13 *Breach Litigation*, Case No. 23-2-24266-1 SEA (Washington State Superior Court
14 for King County); (iii) information identifying the objector as a Settlement Class
15 Member, including proof that the objector is a Settlement Class Member (e.g., copy
16 of the objector's settlement notice, copy of original notice of the Data Security
17 Incident, or a statement explaining why the objector believes he or she is a Settlement
18 Class Member); (iv) a written statement of all grounds for the objection, accompanied
19 by any legal support for the objection the objector believes applicable; (v) the identity
20 of any and all counsel representing the objector in connection with the objection; (vi)
21 a statement identifying the number of class action settlements the objector has
22 objected to or commented on in the last five years; (vii) for each attorney
23 representing, advising, or assisting the objector, a statement identifying every
24 objection the attorney has filed to any other class action settlements in the last five
25 years; (viii) a statement whether the objector and/or his or her counsel will appear at
26 the Final Fairness Hearing; and (ix) the objector's signature or the signature of the
27 objector's duly authorized attorney or other duly authorized representative (if any)
28 representing him or her in connection with the objection. To be timely, written notice

1 of an objection that substantially complies with ¶¶ 7.1(i)-(ix) must be mailed, such
2 that it is either received by or contains a postmark date no later than the Objection
3 Date, to Proposed Settlement Class Counsel Kim D. Stephens, Tousley Brain
4 Stephens PLLC, 1200 Fifth Avenue, Suite 1700, Seattle, WA 98101; counsel for
5 Defendant Fred Hutch, Casie D. Collignon, Baker & Hostetler, LLP, 1801 California
6 Street, Suite 4400, Denver, CO 80202; and counsel for Defendant UW, Erin Earl,
7 Perkins Coie, 1201 Third Avenue, Suite 4900, Seattle, WA 98101-3099.

8 7.2 For all objections mailed to Proposed Settlement Class Counsel and
9 counsel for Defendants, Proposed Settlement Class Counsel will file them with the
10 Court with the Motion for Final Approval of Settlement.

11 7.3 The Settling Parties reserve the right to challenge the objection of any
12 Settlement Class Member who fails to comply with the requirements for objecting in
13 ¶ 7.1 as having waived and forfeited any and all rights he or she may have to appear
14 separately and/or to object to the Settlement Agreement, and assert that such
15 Settlement Class Member is bound by all the terms of the Settlement Agreement and
16 by all proceedings, orders and judgments in the Litigation. The exclusive means for
17 any challenge to the Settlement Agreement shall be through the provisions of ¶ 7.1.
18 Without limiting the foregoing, any challenge to the Settlement Agreement, the Final
19 Approval Order, or the Judgment to be entered upon final approval shall be pursuant
20 to appeal under the Washington State Court Rules of Appellate Procedure and not
21 through a collateral attack.

22 **VIII. RELEASES**

23 8.1 Upon sixty (60) days after the Effective Date, each Settlement Class
24 Member, including Plaintiffs, shall be deemed to have, and by operation of the
25 Judgment shall have, fully, finally, and forever released, relinquished, and discharged
26 all Released Claims against the Released Persons. Further, upon the Effective Date,
27 and to the fullest extent permitted by law, each Settlement Class Member, excluding
28 Opt-Outs but including Plaintiffs, shall directly, indirectly, or in any representative

1 capacity, be permanently barred and enjoined from commencing, prosecuting, or
2 participating in any recovery in any action in this or any other forum (other than
3 participation in this Settlement Agreement as provided herein) in which any of the
4 Released Claims against the Released Persons is asserted.

5 **IX. SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES**

6 9.1 At least fourteen (14) days before the Opt-Out and Objection Deadlines,
7 Class Counsel will file a motion seeking a service award payment for the Settlement
8 Class Representatives in recognition of their contributions to this Litigation. After an
9 agreement had been reached as to the essential terms of a settlement (i.e., Settlement
10 Class benefits), the Settling Parties negotiated the amount of a service award to the
11 Representative Plaintiffs. Subject to Court approval, the Representative Plaintiffs
12 shall seek a \$2,500 Service Award to each Representative Plaintiff. The Claims
13 Administrator shall, from the Settlement Fund, pay the service awards approved by
14 the Court up to the agreed maximum.

15 9.2 At least fourteen (14) days before the Opt-Out and Objection Deadlines,
16 Plaintiffs shall seek an award of attorneys' fees not to exceed one-third of the
17 Settlement Fund, or \$3,833,333.33. Plaintiffs shall also seek reimbursement for
18 reasonable, receipt-documented out-of-pocket costs and expenses without mark-up,
19 in an amount not to exceed \$100,000.00. The Claims Administrator shall, from the
20 Settlement Fund, pay the attorneys' fees and expenses award approved by the Court
21 up to the agreed maximum.

22 9.3 The Claims Administrator shall, from the Settlement Fund, pay the
23 service awards and attorneys' fees and expenses awarded by the Court to Tousley
24 Brain Stephens, PLLC within twenty-one (21) days after the Effective Date. The
25 attorneys' fees and expenses award will be allocated among Plaintiffs' Counsel.
26 Proposed Settlement Class Counsel shall have the sole discretion to make the fee
27 allocations. Defendants bear no responsibility or liability relating to the allocation of
28 the attorneys' fees and expenses among Plaintiffs' Counsel.

1 9.4 The finality or effectiveness of the Settlement Agreement shall not
2 depend upon the Court awarding any particular attorneys' fees and expenses award
3 or service award. No order of the Court, or modification or reversal or appeal of any
4 order of the Court concerning the amount(s) of any attorneys' fees and expenses,
5 and/or service awards ordered by the Court to Proposed Settlement Class Counsel or
6 Representative Plaintiffs shall affect whether the Judgment is final or constitute
7 grounds for cancellation or termination of this Settlement Agreement.

8 **X. ADMINISTRATION OF CLAIMS**

9 10.1 The Claims Administrator shall administer and calculate the claims
10 submitted by Settlement Class Members under ¶¶ 2.2.1 and/or 2.2.3. Proposed
11 Settlement Class Counsel and counsel for Defendants shall be given reports as to
12 both claims and distribution, and have the right to challenge the claims and
13 distribution set forth in the reports, including by requesting and receiving, for any
14 approved claim, the name of the Settlement Class Member, a description of the
15 approved claim, including dollar amounts to be paid as Out-of-Pocket Losses, and all
16 supporting documentation submitted. If counsel for the Settling Parties agree that any
17 such claim is improper, the Claims Administrator shall follow counsel's joint
18 direction regarding the disposition of the claim. If the Settling Parties cannot agree
19 on the disposition of a claim, the Settling Parties, upon the election of any Settling
20 Party, will submit the claim for disposition to a jointly agreed upon impartial third-
21 party claim referee for determination. The Claims Administrator's determination of
22 whether a Settlement Claim is a Valid Claim shall be binding, subject to the above
23 right of review and challenge and the Dispute Resolution process set forth in ¶ 2.6.

24 10.2 Checks for Valid Claims shall be mailed and postmarked, and
25 electronic payments shall be issued electronically, within sixty (60) days of the
26 Effective Date, or within thirty (30) days of the date that the claim is approved,
27 whichever is later.
28

1 10.3 All Settlement Class Members who fail to timely submit a claim for
2 any benefits hereunder within the time frames set forth herein, or such other period
3 as may be ordered by the Court, or otherwise allowed, shall be forever barred from
4 receiving any payments or benefits pursuant to the settlement set forth herein, but
5 will in all other respects be subject to, and bound by, the provisions of the Settlement
6 Agreement, the releases contained herein, and the Judgment.

7 10.4 No Person shall have any claim against the Claims Administrator,
8 Defendants, Proposed Settlement Class Counsel, Plaintiffs' Counsel, Proposed Class
9 Representatives, and/or Defendants' counsel based on distributions of benefits, or the
10 denial of benefits, to Settlement Class Members.

11 **XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
12 **CANCELLATION, OR TERMINATION**

13 11.1 The Effective Date of the settlement shall be conditioned on the
14 occurrence of all of the following events:

- 15 a) The settlement pursuant to this Settlement Agreement is approved
16 by the Court;
- 17 b) The Court has entered a Judgment granting final approval to the
18 settlement as set forth herein; and
- 19 c) The time to appeal or seek permission to appeal from the
20 Judgment has expired or, if appealed, the appeal has been
21 dismissed in its entirety, or the Judgment has been affirmed in its
22 entirety by the court of last resort to which such appeal may be
23 taken, and such dismissal or affirmance has become no longer
24 subject to further appeal or review.

25 11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied and the
26 Effective Date does not occur, the Settlement Agreement shall be terminated unless
27 Proposed Settlement Class Counsel and Defendants' counsel mutually agree in
28 writing to proceed with the Settlement Agreement.

1 11.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator
2 shall furnish to Proposed Settlement Class Counsel and to Defendants’ counsel a
3 complete list of all timely and valid requests for exclusion (the “Opt-Out List”).

4 11.4 Except as provided in ¶ 6.3, in the event that the Settlement Agreement
5 is not approved by the Court or the settlement set forth in this Settlement Agreement
6 is terminated in accordance with its terms: (a) the Settling Parties shall be restored to
7 their respective positions in the Litigation and shall jointly request that all scheduled
8 litigation deadlines be reasonably extended by the Court so as to avoid prejudice to
9 any Settling Party or Settling Party’s counsel; and (b) the terms and provisions of the
10 Settlement Agreement shall have no further force and effect and shall not be used in
11 the Litigation or in any other proceeding for any purpose, and any judgment or order
12 entered by the Court in accordance with the terms of the Settlement Agreement shall
13 be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this
14 Settlement Agreement to the contrary, no order of the Court or modification or
15 reversal on appeal of any order reducing the amount of attorneys’ fees, costs,
16 expenses, and/or service awards shall constitute grounds for cancellation or
17 termination of the Settlement Agreement. Further, notwithstanding any statement in
18 this Settlement Agreement to the contrary, Defendants shall be obligated to pay
19 amounts already billed or incurred for costs of notice to the Settlement Class, Claims
20 Administration, and Dispute Resolution pursuant to ¶ 4.1 above and shall not, at any
21 time, seek recovery of same from any other party to the Litigation or from counsel to
22 any other party to the Litigation. In the event any of the releases or definitions set
23 forth in ¶¶ 1.27, 1.28, 1.29, or 8.1 are not approved by the Court as written, the
24 Settlement Agreement shall be terminated and provisions (a) and (b) of this paragraph
25 shall apply to the Settling Parties and this Agreement unless Proposed Settlement
26 Class Counsel and Defendants’ counsel mutually agree in writing to proceed with the
27 Settlement Agreement.

1 **XII. MISCELLANEOUS PROVISIONS**

2 12.1 The Settling Parties: (i) acknowledge that it is their intent to
3 consummate this agreement; and (ii) agree to cooperate to the extent reasonably
4 necessary to effectuate and implement all terms and conditions of this Settlement
5 Agreement, and to exercise their best efforts to accomplish the terms and conditions
6 of this Settlement Agreement.

7 12.2 The Settling Parties intend this settlement to be a final and complete
8 resolution of all disputes between them with respect to the Litigation. The settlement
9 comprises claims that are contested and shall not be deemed an admission by any
10 Settling Party as to the merits of any claim or defense or class certification thereof.
11 The Settling Parties each agree that the settlement was negotiated in good faith by
12 the Settling Parties, and reflects a settlement that was reached voluntarily and without
13 coercion or duress after consultation with competent legal counsel. The Settling
14 Parties reserve their right to rebut, in a manner that such party determines to be
15 appropriate, any contention made in any public forum that the Litigation was brought
16 or defended in bad faith or without a reasonable basis. It is agreed that no Party shall
17 have any liability to any other Party as it relates to the Litigation, except as set forth
18 herein.

19 12.3 Neither the Settlement Agreement, nor the settlement contained herein,
20 nor any act performed or document executed pursuant to or in furtherance of the
21 Settlement Agreement or the settlement: (i) is or may be deemed to be or may be
22 used as an admission of, or evidence of, the validity or lack thereof of any Released
23 Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or
24 may be deemed to be or may be used as an admission of, or evidence of, any fault or
25 omission of any of the Released Persons in any civil, criminal or administrative
26 proceeding in any court, administrative agency or other tribunal. Any of the Released
27 Persons may file the Settlement Agreement and/or the Judgment in any action that
28 may be brought against them or any of them in order to support a defense or

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

4 12.4 The Settlement Agreement may be amended or modified only by a
5 written instrument signed by or on behalf of all Settling Parties or their respective
6 successors-in-interest.

7 12.5 This Settlement Agreement contains the entire understanding between
8 Defendants, on the one hand, and Plaintiffs individually and on behalf of the
9 Settlement Class Members, on the other, regarding the settlement of the Litigation
10 and this Agreement, and this Agreement supersedes all previous negotiations,
11 agreements, commitments, understandings, and writings between Defendants and
12 Plaintiffs, including between counsel for Defendants and Settlement Class Counsel,
13 in connection with the Litigation settlement and this Agreement. Except as otherwise
14 provided herein, Defendants, on the one hand, and Plaintiffs individually and on
15 behalf of the Settlement Class Members, on the other, shall bear their own costs.

16 12.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class,
17 is expressly authorized by Plaintiffs to take all appropriate actions required or
18 permitted to be taken by the Settlement Class pursuant to the Settlement Agreement
19 to effectuate its terms, and also is expressly authorized to enter into any modifications
20 or amendments to the Settlement Agreement on behalf of the Settlement Class which
21 they deem appropriate in order to carry out the spirit of this Settlement Agreement
22 and to ensure fairness to the Settlement Class.

23 12.7 Each counsel or other Person executing the Settlement Agreement on
24 behalf of any party hereto hereby warrants that such Person has the full authority to
25 do so.

26 12.8 The Settlement Agreement may be executed in one or more
27 counterparts. All executed counterparts and each of them shall be deemed to be one
28 and the same instrument.

1 12.9 The Settlement Agreement shall be binding upon, and inure to the
2 benefit of, the successors and assigns of the parties hereto.

3 12.10 The Court shall retain jurisdiction with respect to implementation and
4 enforcement of the terms of the Settlement Agreement, and all parties hereto submit
5 to the jurisdiction of the Court for purposes of implementing and enforcing the
6 settlement embodied in the Settlement Agreement.

7 12.11 All dollar amounts are in United States dollars (USD).


8 12.12 Cashing a settlement check (paper or electronic) is a condition
9 precedent to any Settlement Class Member's right to receive monetary settlement
10 benefits. All settlement checks shall be void ninety (90) days after issuance and shall
11 bear the language: "This check must be cashed within ninety (90) days, after which
12 time it is void." If a check becomes void, the Settlement Class Member shall have
13 until six months after the Effective Date to request re-issuance. If no request for re-
14 issuance is made within this period, the Settlement Class Member will have failed to
15 meet a condition precedent to recovery of monetary settlement benefits, the
16 Settlement Class Member's right to receive monetary relief shall be extinguished,
17 Defendants shall have no obligation to make payments to or provide any other type
18 of monetary relief to the Settlement Class Member, and the Claims Administrator
19 shall have no obligation to make payments to the Settlement Class Member under ¶¶
20 2.2.1 and/or 2.2.3 or any other type of monetary relief. The same provisions shall
21 apply to any re-issued check. For any checks that are issued or re-issued for any
22 reason more than one hundred eighty (180) days from the Effective Date, requests
23 for further re-issuance will not be honored after such checks become void.

24 12.13 All agreements made and orders entered during the course of the
25 Litigation relating to the confidentiality of information shall survive this Settlement
26 Agreement.

27 IN WITNESS WHEREOF, the parties hereto have caused the Settlement
28 Agreement to be executed.

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BAKER & HOSTETLER LLP

/s/ 

Date: 12/06/2024

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Telephone: (303) 861-0600
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Attorneys for Defendant Fred Hutch

PERKINS COIE

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Attorneys for Defendant UW

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/s/ _____

Date: _____

Timothy H. Dellit, M.D.
*Chief Executive Officer, UW Medicine, and
Executive Vice President for Medical Affairs and
Dean of the School of Medicine, University of
Washington*

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BAKER & HOSTETLER LLP

/s/
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Date: _____

Attorneys for Defendant UW

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/s/
Timothy H. Dellit, M.D.

Date: 12/06/2024

*Chief Executive Officer, UW Medicine, and
Executive Vice President for Medical Affairs and
Dean of the School of Medicine, University of
Washington*

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TOUSLEY BRAIN STEPHENS PLLC

/s/ Kim D. Stephens

Date: 12/06/2024

Kim D. Stephens, P.S.
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Seattle, WA 98101
Telephone: 206-682-5600
kstephens@tousley.com

Attorneys for Plaintiffs and the Settlement Class

CLAYEO C. ARNOLD A PROFESSIONAL CORP.

/s/ [Signature]

Date: 12/06/2024

M. Anderson Berry
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Sacramento, CA 95825
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aberry@justice4you.com

Attorneys for Plaintiffs and the Settlement Class

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SHAWNA ARNESON

/s/ *Shawna Arneson*

Date: 12/05/2024

JENNIFER ASPELUND

/s/ *Jennifer Aspelund*

Date: 12/09/2024

ROBERT AYERS

/s/

Date: _____

KAYLA BROWNE

/s/

Date: _____

JENNIFER CLAYTON

/s/

Date: _____

JANE DOE

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Date: _____

GARY HOLZ

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ARLENE RAPPAPORT REED

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ROBERT AYERS

/s/ REC'D [redacted] Dec 11, 2024 16:57 PST _____

Date: Dec 11, 2024

KAYLA BROWNE

/s/ _____

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JENNIFER CLAYTON

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ROBERT AYERS

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Date: _____

KAYLA BROWNE

/s/ *Kayla Browne* _____

Date: Dec 06 2024

JENNIFER CLAYTON

/s/ *Jennifer Clayton* _____

Date: Dec 06 2024

JANE DOE

/s/ _____

Date: _____

GARY HOLZ

/s/ *Gary Holz* _____

Date: Dec 06 2024

ARLENE RAPPAPORT REED

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SHAWNA ARNESON

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JENNIFER ASPELUND

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Date: _____

ROBERT AYERS

/s/ _____

Date: _____

KAYLA BROWNE

/s/ _____

Date: _____

JENNIFER CLAYTON

/s/ _____

Date: _____

JANE DOE

/s/ *Karon A Copher* _____

Date: 12 / 09 / 2024

GARY HOLZ

/s/ _____

Date: _____

ARLENE RAPPAPORT REED

/s/ _____

Date: _____

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SHAWNA ARNESON

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Date: _____

JENNIFER ASPELUND

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ROBERT AYERS

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KAYLA BROWNE

/s/ _____

Date: _____

JENNIFER CLAYTON

/s/ _____

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JANE DOE

/s/ _____

Date: _____

GARY HOLZ

/s/ _____

Date: _____

ARLENE RAPPAPORT REED

/s/ Arlene Rappaport Reed
Arlene Rappaport Reed 10/11/24 4:09:56 PST

Date: 12/06/2024

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$11.5 Million Fred Hutchinson Cancer Center Settlement Resolves Data Breach Class Action Lawsuit](#)
