

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

**If your personal information was affected by a 2021 Data Incident at Sound Generations, you may be eligible for a payment and/or credit monitoring services from a class action settlement.**

*Para una notificación en Español, visitar [www.SGDataSettlement.com](http://www.SGDataSettlement.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 Sound Generations (“Defendant”) relating to a data security incident involving Defendant’s computer systems that Sound Generations publicly reported on or about December 7, 2021 (the “Data Incident”). The computer systems affected by the Data Incident contained personal identifying information and protected health information of certain individuals. The Plaintiffs claim that Defendant was responsible for failing to prevent the Data Incident and assert claims such as negligence, negligence per se, breach of fiduciary duty, breach of implied contract, unjust enrichment, and violation of the Washington Consumer Protection Act. Defendant denies all of the claims.
- If you received a notification from Defendant 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 expenses and lost time relating to the Data Incident, and for credit monitoring and identity protection services. It also provides for equitable relief in the form of enhancements to Defendant’s data security systems and procedures.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY JULY 11, 2023</b>	This is the only way you can get payment or a code for credit monitoring services.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY MAY 29, 2023</b>	You will not get any payment or credit monitoring from the Settlement, but you also will not release your claims against Defendant. This is the only option that allows you to be part of any other lawsuit against Defendant or related parties for the legal claims resolved by this Settlement.

<p><b>OBJECT TO THE SETTLEMENT BY MAY 29, 2023</b></p>	<p>Write to the Court with reasons why you do not agree with the Settlement.</p>
<p><b>GO TO THE FINAL APPROVAL HEARING ON JULY 14, 2023 AT 10:00 A.M.</b></p>	<p>You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.</p>
<p><b>DO NOTHING NO DEADLINE</b></p>	<p>You will not get any compensation or credit monitoring from this Settlement and you will give up certain legal rights. Submitting a claim form is the only way to obtain payment or credit monitoring from this Settlement.</p>

- 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.SGDataSettlement.com](http://www.SGDataSettlement.com), or call 1-844-510-2004.
- 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.

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION..... PAGE 5**

- 1. Why is this Notice being provided?
- 2. What is this lawsuit about?
- 3. What is a class action?
- 4. Why is there a Settlement?

**WHO IS INCLUDED IN THE SETTLEMENT?..... PAGE 6**

- 5. How do I know if I am part of the Settlement?
- 6. Are there exceptions to being included in the Settlement?

**THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY..... PAGE 6**

- 7. What does the Settlement provide?
- 8. What payments are available for Expense Reimbursement?
- 9. What credit monitoring and identity theft protections are available?

**HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM.....PAGE 8**

- 10. How do I get benefits from the Settlement?
- 11. How will claims be decided?
- 12. When will I get my payment?

**REMAINING IN THE SETTLEMENT.....PAGE 8**

- 13. Do I need to do anything to remain in the Settlement?
- 14. What am I giving up as part of the Settlement?

**EXCLUDING YOURSELF FROM THE SETTLEMENT..... PAGE 9**

- 15. If I exclude myself, can I still get payment from the Settlement?
- 16. If I do not exclude myself, can I sue Defendant for the same thing later?
- 17. How do I get out of the Settlement?

**THE LAWYERS REPRESENTING YOU.....PAGE 10**

- 18. Do I have a lawyer in this case?
- 19. How will Class Counsel be paid?

**OBJECTING TO THE SETTLEMENT..... PAGE 10**

- 20. How do I tell the Court that I do not like the Settlement?
- 21. What is the difference between objecting to and excluding myself from the Settlement?

**THE COURT’S FINAL APPROVAL HEARING..... PAGE 12**

- 22. When and where will the Court decide whether to approve the Settlement?
- 23. Do I have to come to the Final Approval Hearing?
- 24. May I speak at the Final Approval Hearing?

**IF YOU DO NOTHING..... PAGE 12**

- 25. What happens if I do nothing?

**GETTING MORE INFORMATION..... PAGE 13**

- 26. Are more details about the Settlement available?
- 27. How do I get more information?

## **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 Claims Administrator appointed by the Court will distribute the payments and credit monitoring codes 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 in and for the County of King. The case is known as *Easter v. Sound Generations*, Case No. 21-2-16953-4 SEA (the “Lawsuit”). The people who filed the Lawsuit are called the Plaintiffs and the entity they sued, Sound Generations, is called the Defendant.

### **2. What is this lawsuit about?**

The Lawsuit claims that the Defendant was responsible for failing to prevent the Data Incident and asserts claims such as: negligence, negligence per se, breach implied contract, breach of fiduciary duty, unjust enrichment, and violation of the Washington Consumer Protection Act. 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 sue on behalf of people who they allege 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 Class.

### **4. Why is there a Settlement?**

The Court did not decide in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs negotiated a settlement with Defendant that allows both the Plaintiffs 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 Representatives 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 your personal information was potentially compromised in the Data Incident or you previously received a notification from Defendant pertaining to the Data Incident.

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

Yes. Specifically excluded from the Settlement Class are: (1) the Judges presiding over the Lawsuit and members of their families; (2) Sound Generations, its subsidiaries, parent companies, successors, predecessors, and any entity in which Sound Generations or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

## **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. The Settlement also provides for equitable relief in the form of enhancements to Defendant's data security systems and procedures.

Settlement Class Members can claim (i) up to \$130.00 for Documented Economic Loss (Question 8, below); (ii) Lost Time of up to 2 hours (Question 8, below); (iii) credit monitoring for up to 2 years (Question 9, below). You may only submit a Claim for lost time if you also submit a Claim for documented economic loss. In order to claim each type of payment, you must provide related documentation with the Claim Form. Alternatively, you may choose not to submit claims for documented loss, lost time, and credit monitoring, and instead choose to receive a cash payment of \$25.00, subject to proration. If you received notice that your Social Security Number may have been potentially accessed in the Data Incident, you may also submit a Claim to receive a pro rata share of \$100,000, but if you do so you cannot submit a Claim for the up to \$25.00 cash payment.

The Settlement also provides that Defendant will implement and maintain significant data security enhancements for at least two years.

### **8. What payments are available for Documented Economic Loss?**

Class Members are eligible to receive reimbursement of up to \$130.00 (in total) for the following categories of documented out-of-pocket expenses resulting from the Data Incident, including but not limited to:

- Costs to obtain credit reports

- Fees related to credit freezes
- Card replacement fees
- Late fees
- Overlimit fees
- Interest on payday loans taken as a result of the incident
- Other bank or credit card fees
- Postage, mileage, and other incidental expenses resulting from lack of access to an existing account
- Costs associated with credit monitoring or identity theft insurance if purchased as a result of the Incident
- Fraudulent charges or transactions.

Claims for Documented Economic Loss must be supported by Reasonable Documentation, including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. The Claim must include an attestation from the Settlement Class Member that he or she believes that the losses or expenses claimed were incurred as a result of the Incident

Settlement Class Members must submit a Claim for Documented Economic Loss to submit a Claim for Lost Time. Settlement Class Members may make a Claim for up to two (2) hours of lost time spent dealing with the Data Incident, to be paid out at \$25.00 per hour. Such time can include, e.g.: time spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath/clean-up of the Incident.

## **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 up to 2 years of credit monitoring services through IDX. IDX's services include: Single bureau credit monitoring and alerts; \$1 million reimbursement insurance; fully managed identity restoration; member advisory services; and lost wallet assistance.

Class Members may claim credit monitoring with or without submitting a Claim for Documented Economic Loss and/or Lost Time.

Settlement Class Members who already maintain a credit monitoring service may delay their enrollment in Credit Monitoring Services claimed for a period of 12 months for no additional charge.

More details are provided in the Settlement Agreement, which is available at [www.SGDataSettlement.com](http://www.SGDataSettlement.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.SGDataSettlement.com](http://www.SGDataSettlement.com), where you may also submit your Claim Form online. You may also request one by mail by calling 1-844-510-2004. Read the instructions carefully, fill out the Claim Form, and either submit it online or mail it postmarked no later than **July 11, 2023** to:

Sound Generations Data Incident Claims Administrator  
P.O. Box 1429  
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.

Additional information regarding the claims process can be found in Section VI of the Settlement Agreement, available at [www.SGDataSettlement.com](http://www.SGDataSettlement.com).

### **12. When will I get my payment?**

The Court will hold a Final Approval Hearing at 10:00 a.m. on July 14, 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 postmarked or submitted online by **July 11, 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 Sound Generations for the claims being resolved by this Settlement. The specific claims you are giving up against Sound Generations



are described in Section IV of the Settlement Agreement. You will be “releasing” Sound Generations and all related people or entities as described in Section IV of the Settlement Agreement. The Settlement Agreement is available at [www.SGDataSettlement.com](http://www.SGDataSettlement.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 Sound Generations about issues in the Lawsuit, 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 Sound Generations for the same thing later?**

No. Unless you exclude yourself from the Settlement, you give up any right to sue Sound Generations 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 either request to be excluded electronically on the Settlement Website, [www.SGDataSettlement.com](http://www.SGDataSettlement.com), or send a letter by mail stating that you want to be excluded from the Settlement in *Easter v. Sound Generations*, Case No. 21-2-16953-4 SEA. Your letter must also include your name, address, and signature. You must mail your exclusion request postmarked no later than **May 29, 2023** to:

Sound Generations Data Incident Claims Administrator  
P.O. Box 1429  
Baton Rouge, LA 70821

#### **THE LAWYERS REPRESENTING YOU**

#### **18. Do I have a lawyer in this case?**

Yes. The Court appointed Ben Barnow and Anthony L. Parkhill of Barnow and Associates, P.C., located at 205 W. Randolph St., Ste. 1630, Chicago, IL 60606, and Andrew W. Ferich of Ahdoot and Wolfson, P.C., located at 2600 W Olive Ave, Burbank, CA 91505 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 not to exceed \$345,000.00 to include reasonable litigation costs and expenses. Class Counsel will also request approval of a service award of \$2,500.00 for each of the Class Representatives. If approved, these amounts, as well as the costs of notice and settlement administration, will not be taken from the settlement amount prior to payments made to the Settlement Class Members.

### **OBJECTING TO THE SETTLEMENT**

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

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail copies to Class Counsel and Defendant's Counsel a written notice stating that you object to the Settlement in *Easter v. Sound Generations*, Case No. 21-2-16953-4 SEA.

Your objection must:

- i. identify the case name and number;
- ii. state the Class Member's full name, current mailing address, and telephone number;
- iii. contain a signed statement by the Class Member that he or she believes he or she is a member of the Settlement Class and all information identifying the objector as a Class Member;
- iv. identify the specific grounds for the objection, accompanied by any legal support the objector wishes to submit;
- v. state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class;
- vi. include all documents or writings that the Class Member desires the Court to consider;
- vii. contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing;

- viii. identify all of the objector’s lawyers (if any) who will appear at the Final Approval Hearing;
- ix. list all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- x. be filed or postmarked on or before the Objection Deadline;
- xi. contain the objector’s signature;
- xii. a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years (if any); and
- xiii. a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative (if any).

Your objection must be filed with the Clerk for the King County Superior Court, 516 Third Avenue, Room E-609, Seattle, Washington 98104, and served upon Class Counsel and Defendant’s Counsel at the addresses below no later than **May 29, 2023**.

<b>CLASS COUNSEL</b>	<b>SOUND GENERATION’S COUNSEL</b>
Ben Barnow Barnow and Associates, P.C. 205 W. Randolph St. Ste. 1630 Chicago, IL 60606	David Ross Wilson Elser Moskowitz Edelman & Dicker LLP 1500 K Street, NW Suite 330 Washington, D.C. 20005

**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 APPROVAL 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 Approval Hearing at 10:00 a.m. on July 14, 2023, in the King County Courthouse, Courtroom E-733, 516 Third Avenue, Seattle, Washington 98104. 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 reasonable litigation costs to Class Counsel, and the service award to the Class Representatives.

### **23. Do I have to come to the Final Approval 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 Approval Hearing?**

Yes, you may ask the Court for permission to speak at the Final Approval 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 Defendant 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 Settlement Agreement, which is available at [www.SGDataSettlement.com](http://www.SGDataSettlement.com), or by writing to the Sound Generations Data Incident Claims Administrator, P.O. Box 1429, Baton Rouge, LA 70821.

### **27. How do I get more information?**

Go to [www.SGDataSettlement.com](http://www.SGDataSettlement.com), call 1-844-510-2004, or write to the Sound Generations Data Incident Claims Administrator, P.O. Box 1429, Baton Rouge, LA 70821.

***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***