

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

SALLY MCAULEY et al., individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

PIERCE COLLEGE DISTRICT,

Defendant.

NO. 24-2-06283-1 SEA

**DECLARATION OF TIMOTHY W.  
EMERY IN SUPPORT OF  
PLAINTIFFS’ UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

I, Timothy W. Emery, make the following declaration based upon my personal  
knowledge, and where stated, upon information and belief.

1. I am a partner at the law firm Emery Reddy PLLC. Together with Kaleigh N.  
Boyd of Tousley Brain Stephens, PLLC; M. Anderson Berry of Clayeo C. Arnold, A Professional  
Corporation; Daniel Srourian of Srourian Law Firm, P.C.; and Tyler J. Bean of Siri & Glimstad,  
LLP (collectively “Class Counsel”), we are the attorneys of record for Plaintiffs and the proposed  
Settlement Class in this matter.

2. I submit this declaration in support of Plaintiffs’ Unopposed Motion for  
Preliminary Approval of Class Settlement. Except as otherwise noted, I have personal knowledge  
of the facts set forth in this declaration, and I could testify competently to them if called upon to  
do so.

3. As a law firm, Emery Reddy PLLC has prosecuted numerous multi-million dollar  
class actions, including product liability, data privacy, consumer protection, telephone consumer

1 protection act, and securities cases. Emery Reddy PLLC's extensive experience is more fully  
2 described in the firm's resume, attached to this declaration as Exhibit 2.

3 4. I have represented plaintiffs in consumer protection and securities class actions  
4 around the country, and in Washington State.

5 5. My recent successful class resolutions include, but are not limited to:

- 6 • *Abrego Olea v. Vessel WA Operations, LLC*, No. 22-2-06944-9 (King Cty. Sup. Ct.)  
7 (secured payments to the class for non-compete violations);
- 8 • *Clopp v. Pacific Market Research LLC*, No. 21-2-08738-4 (King Cty. Sup. Ct.)  
9 (secured payments to the class in data breach action);
- 10 • *Cottington v. Washington Traffic Control, LLC*, No. 22-2-02152-7 (King Cty. Sup.  
11 Court) (secured payments to the class for minimum wage violations);
- 12 • *Davis v. Jeff, Pat, Chris LLC*, No. 19-2-33832-6 (King Cty. Sup. Ct.) (secured  
13 payments to the class for minimum wage violations);
- 14 • *Dozier v. Noble Food Group, Inc.*, No. 19-2-01148-29 (Skagit Cty. Sup. Ct.) (secured  
15 payments to the class for minimum wage violations);
- 16 • *Garcia v. Washington State Department of Licensing*, No. 22-2-05635-5 (King Cty.  
17 Sup. Ct.) (secured \$3.6 million settlement for data breach violations);
- 18 • *Gegax v. Ann / Judith In Home Caregivers of Western Washington, LLC*, No. 22-2-  
19 17728-4 (King Cty. Sup. Ct.) (secured payments to the class for non-compete  
20 violations);
- 21 • *Grove v. Cressy Door Company, Inc.*, No. 21-2-09828-9 (King Cty. Sup. Ct.) (secured  
22 payments to the class for missed meals, breaks, and unpaid travel time);
- 23 • *Heard v. Home Express Delivery Service, LLC*, No. 20-2-07098-0 (King Cty. Sup.  
24 Ct.) (secured payments to the class for missed overtime wages);
- 25 • *Honc v. Pacific Pie, Inc.*, No. 21-2-02653-32 (Spokane Cty. Sup. Ct.) (secured  
26 payments to the class for minimum wage violations);
- 27 • *Jens v. Tori Belle Cosmetics, LLC*, No. 22-2-06641-5 (King Cty. Sup. Ct.) (secured  
\$9,889,985.51 class judgment for violation of RCW 49.62);
- *Jones v. eFinancial, LLC*, No. 22-2-19385-9 (King Cty. Sup. Ct.) (secured payments  
to the class for non-compete violations);
- *LaCombe v. USNR, LLC*, No. 23-2-03036-2 (King Cty. Sup. Ct.) (secured payments  
to the class for timeclock rounding violations, pending final approval);
- *Moliga v. Vessel WA Operations, LLC*, No. 21-2-09027-0 (King Cty. Sup. Ct.)  
(secured payments to the class for missed meals and breaks);
- *Morey v. Aftermath Services, LLC*, No. 2:21-cv-00885 (W.D. Wash.) (secured  
payments to the class for missed meals, breaks, and minimum wage violations);

- 1 • *Morrow v. Maverick Washington, LLC*, No. 22-2-03653-2 (King Cty. Sup. Ct.)  
2 (secured payments to the class for missed meals and breaks, and minimum wage  
violations);
- 3 • *Nyannor v. Vessel WA Operations, LLC*, No. 22-2-08233-0 (King Cty. Sup. Ct.)  
4 (secured payments to the class for violations of the Seattle Secure Scheduling Act);
- 5 • *Saraceno-Oliveri v. Solgen Power, LLC*, No. 23-2-09228-7 (King Cty. Sup. Ct.)  
6 (secured payments to the class for non-compete violations);
- 7 • *Schneider v. Assurance IQ, LLC*, No. 22-2-15633-3 (King Cty. Sup. Ct.) (secured  
8 payments to the class for non-compete violations);
- 9 • *Shipman v. Airport Investment Company, Inc.*, No. 19-2-32386-8 (King Cty Sup. Ct.)  
10 (secured judgment for the class for minimum wage violations);
- 11 • *Spencer v. City of Mount Vernon*, No. 22-2-00461-29 (Skagit Cty. Sup. Ct.) (secured  
12 payments to the class for EPOA violation);
- 13 • *Viveros v. Perfect Blend, LLC*, No. 23-2-01383-2 (King Cty. Sup. Ct.) (secured  
14 payments to the class for wage violations); and
- 15 • *Warren v. Discount Tire, Co.*, No. 22-2-10618-8 (Pierce Cty. Sup. Ct.) (secured  
16 payments to the class for missed meals and breaks, and minimum wage violations).

17 6. I regularly litigate in Washington Superior Court where my firm has resolved  
18 hundreds of employment and consumer law matters, such as *Frisino v. Seattle School District*  
19 No. 1, 160 Wn. App. 765 (2011), cert. denied, 172 Wn.2d 1013 (2011).

20 7. Prior to serving Washington workers and consumers, I served as regulatory and  
21 litigation defense counsel for GMAC Mortgage Corp., Credit.com, and Creditrepair.com. I  
22 likewise spent nearly a decade as General Counsel to H.I.G. Capital, LLC portfolio entities,  
23 where I was responsible for managing litigation in the consumer and credit space, including  
24 lawsuits filed for alleged violations of the CROA, TCPA, TSR, and various state CPAs.

25 8. In this role, I successfully resolved dozens of national class action matters,  
26 including *Ducharme v. John C. Heath Attorney at Law, PLLC*, No. 3:10-cv-02763 (N.D. Cal.),  
27 which reinterpreted the CROA, 15 U.S.C. §§ 1679-1679j, permitting credit repair organizations  
to engage in periodic billing procedures.

9. My fellow Class Counsel also come from firms that have vast experience  
representing clients in class action litigation on a national level. They have engaged in complex

1 litigation throughout the country and have successfully both prosecuted and defended class  
2 litigation addressing substantive legal questions in the fields of data security breaches, securities,  
3 ERISA, banking, antitrust, and consumer protection law. Fellow Class Counsel's experience is  
4 more fully described in the additional firm resumes attached to this declaration as Exhibits 3-6.

5 10. As set forth above, Class Counsel all have significant experience litigating, trying,  
6 and settling class actions, including consumer and data breach class actions, and numerous courts  
7 have previously approved us as class counsel in data breach cases due to our qualifications,  
8 experience, and commitment to the prosecution of cases. Moreover, we have put our collective  
9 experience to use in negotiating an early-stage settlement that guarantees immediate relief to the  
10 Plaintiffs.

11 11. My years of experience representing individuals in complex class actions—a  
12 including data breach actions—contributed to an awareness of Plaintiffs' settlement leverage, as  
13 well as the needs of Plaintiffs. I believe that our clients would ultimately prevail in the litigation  
14 on a class-wide basis. However, I am also aware that a successful outcome is uncertain and would  
15 be achieved, if at all, only after prolonged, arduous litigation with the attendant potential risk of  
16 drawn-out appeals.

17 12. It is my individual opinion, and that of my co-counsel, based on our substantial  
18 experience, that this settlement provides significant relief to the Class and warrants the Court's  
19 preliminary approval.

20 13. I believe that this settlement is fair, reasonable, and adequate, and provides  
21 substantial benefits for Plaintiffs. The settlement provides significant relief to Plaintiffs, and I  
22 strongly believe that it is favorable to Plaintiffs. It is, in my opinion, worthy of preliminary  
23 approval.

24 14. The Parties in this case reached a settlement in principle after participating in  
25 mediation and weeks of arms-length negotiations with the assistance of respected mediator Jill  
26 Sperber of Judicate West. Prior to the settlement, the parties had exchanged informal discovery,  
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1 a settlement demand, and mediation briefing in which the parties articulated their positions on  
2 the merits of the claims and defenses at issue in the Litigation. In addition, Class Counsel  
3 conducted an investigation into the facts and law regarding the Litigation and concluded that a  
4 settlement according to the terms of the Settlement Agreement is fair, reasonable, and adequate.  
5 If approved, the Settlement Agreement will resolve all pending litigation and provide outstanding  
6 relief. The terms of the Settlement Agreement were executed and finalized on August 8, 2024. A  
7 true and correct copy of the Settlement Agreement is attached hereto as Exhibit 1.

8 15. The Settlement requires Defendant to pay a total of \$1.2 million into a non-  
9 reversionary common fund created by the Settlement Administrator, with the initial \$600,000 to  
10 be funded within twenty-one (21) days of an order granting preliminary approval of the  
11 Settlement Fund, and the remaining \$600,000 to be funded within fourteen (14) days of the entry  
12 of an order granting final approval of the Settlement. This Fund will be used to pay: (i)  
13 Compensation for Ordinary Losses; (ii) Compensation for Extraordinary Losses; (iii) Costs of  
14 Claims Administration; (iv) identity theft protection and credit monitoring services; (v) Plaintiff  
15 service awards; and (vi) attorney's fees and litigation expenses. I, along with my co-counsel,  
16 believe this \$1.2 million Settlement Fund will be more than ample to accommodate the amounts  
17 drawn from it.

18 16. Class Counsel, including myself, strongly endorse this settlement. Notably, with  
19 our endorsement comes extensive experience as vigorous class action litigators. We are well  
20 suited to advocate on behalf of Plaintiffs.

21 17. The Parties did not discuss the payment of attorneys' fees, costs, expenses and/or  
22 service awards to the Class Representatives until after the substantive terms of the settlement had  
23 been agreed upon, other than that the Settlement Fund would include the payment of reasonable  
24 attorneys' fees, costs, expenses and service awards to the Class Representatives as may be agreed  
25 to by Defendant and Class Counsel and/or as ordered by the Court.  
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1 18. A \$1.2 million common fund settlement for roughly 160,385 Settlement Class  
2 Members is a substantial recovery for the Class. Class Counsel's opinion that the Settlement is  
3 fair and reasonable is informed by similar privacy case based on the per class member recovery  
4 amount. This matches or exceeds the per class members value of common fund settlements in  
5 several recent cases that also involved the alleged theft of sensitive, private information such as  
6 Social Security numbers:

7 <b>Case Name</b>	<b>Case Number</b>	<b>Settlement Amount</b>	<b>Class Size (appx.)</b>	<b>Per Person</b>
8 <i>Cochran v. Kroger Co.</i>	No. 5:21-cv-01887 (N.D. Cal.)	\$5,000,000	3,825,200	\$1.31
9 <i>Thomsen v. Morley Cos. Inc.</i>	No. 1:22-cv-10271 (E.D. Mich.)	\$4,300,000	694,679	\$6.19
10 <i>Reynolds v. Marymount Manhattan College</i>	No. 1:22-cv-06846 (S.D.N.Y.)	\$1,300,000	191,572	\$6.78

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13 19. Subject to Court approval, Class Counsel will ask the Court to approve, and  
14 Defendant does not oppose, an award of attorneys' fees up to one-third of the Settlement Fund,  
15 or \$400,000, and litigation costs and expenses not to exceed \$25,000.

16 20. The Settlement Agreement also provides for a reasonable service award of  
17 \$61,000 to be divided among the Class Representatives.

18 21. The proposed Class Representatives and Class Counsel will seek the Court's  
19 approval of the requested attorneys' fees, costs, expenses, and service awards through separate  
20 motion.

21 I declare under penalty of perjury of the laws of the State of Washington that the  
22 foregoing is true and correct.

23 Executed in Seattle, Washington this 4<sup>th</sup> day of October, 2024.

24 By: /s/Timothy W. Emery  
25 Timothy W. Emery, WSBA #34078  
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**EXHIBIT 1 - SETTLEMENT AGREEMENT &  
ASSOCIATED ATTACHMENTS (EXHIBITS A-D)**

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

SALLY MCAULEY, et al., individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

PIERCE COLLEGE DISTRICT,

Defendant.

No. 23-2-11064-7

**SETTLEMENT AGREEMENT**

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1 This Settlement Agreement, dated August 9, 2024, is made and entered into  
2 by and among Plaintiffs Sally McAuley, Amber Cooper, Alex Neigel, April Perez,  
3 Logan Knapp, James Mikita, Robby Luthy, Peter Clement, Mercedes Freund, Dale  
4 Jarrell, Ben McAuley, Karlee Pangis, Ray Shepherd, Jessica Hogan, Aman Centers,  
5 Jessica Bodas, and Dennis Liberatore, individually and on behalf of the Settlement  
6 Class, and their heirs, assigns, or other successors in interest (“Plaintiffs”) and Pierce  
7 College District (“Pierce College”), its officers, agents, and employees  
8 (“Defendant”) and together with Plaintiffs, the “Settling Parties”, by and through  
9 their respective counsel. This Agreement is intended by the Settling Parties to fully,  
10 finally, and forever resolve, discharge, and settle all of Plaintiffs’ Released Claims,  
11 as defined below, upon and subject to the terms and conditions hereof, and subject to  
12 the Court’s approval.

### 13 RECITALS

14 WHEREAS, on November 8, 2023, Plaintiff McAuley filed a class action  
15 complaint in the Superior Court of the State of Washington, County of Pierce, entitled  
16 *McAuley v. Pierce College District*, Case No. 23-2-11064-7 (the “*McAuley Action*”);

17 WHEREAS, on November 22, 2023, Plaintiff Cooper filed a putative class  
18 action against Defendant in the Superior Court of the State of Washington, County  
19 of Pierce, entitled *Cooper v. Pierce College District*, Case No. 23-2-11372-7 (the  
20 “*Cooper Action*”);

21 WHEREAS, on March 15, 2024, the *McAuley* and *Cooper* Actions were  
22 consolidated into the *McAuley Action* and on May 9, 2024, Plaintiffs filed their  
23 operative Consolidated Complaint;

24 WHEREAS, the operative Consolidated Complaint asserts a claim against  
25 Defendant for Negligence (the “*Litigation*”), arising from the Data Security Incident  
26 (as such term is defined below);

27 WHEREAS, Defendant has denied and continues to deny: (a) each and every  
28 allegation and all charges of wrongdoing or liability of any kind whatsoever asserted

1 or which could have been asserted in this Litigation; (b) that the Plaintiffs in the  
2 Litigation and the class they purport to represent have suffered any damage or harm;  
3 and (c) that the Litigation satisfies the requirements to be tried as a class action under  
4 Washington law.

5 WHEREAS, without acknowledging or admitting any fault or liability on the  
6 part of the Defendant, the Settling Parties have agreed to enter into this Agreement  
7 as a reasonable and appropriate compromise of Plaintiffs' and Class Members'  
8 claims to put to rest all controversy and to avoid the uncertainty, risk, and/or expense  
9 of burdensome, protracted, and costly litigation that would be involved in pursuing  
10 and defending this Action. This Agreement is for settlement purposes only, and  
11 nothing in this Agreement shall constitute, be construed as, or be admissible in  
12 evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs  
13 in this Action or in any other pending or subsequently filed action, or of any  
14 wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant  
15 or admission by any of the parties of the validity or lack thereof of any claim,  
16 allegation, or defense asserted in this Litigation or in any other action;

17 WHEREAS, the Settling Parties participated in good faith, arms-length  
18 settlement discussions, which included a mediation held on April 12, 2024, with  
19 experienced and respected mediator, Jill Sperber of JAMS, through which the basic  
20 terms of a settlement were negotiated and agreed to in principle;

21 WHEREAS, Class Counsel conducted a thorough examination and evaluation  
22 of the relevant law and facts to assess the merits of the claims to be resolved in this  
23 settlement and how best to serve the interests of the putative class in the Litigation.  
24 Based on this investigation and the negotiations described above, Class Counsel have  
25 concluded, taking into account the sharply contested issues involved, the risks,  
26 uncertainty and cost of further pursuit of this Litigation, and the benefits to be  
27 provided to the Settlement Class pursuant to this Agreement, that a settlement with  
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1 Defendant on the terms set forth in this Agreement is fair, reasonable, adequate and  
2 in the best interests of the putative class;

3 WHEREAS, this Settlement Agreement is intended to fully, finally and forever  
4 resolve all claims and causes of action asserted, or that could have been asserted  
5 based upon the facts alleged in the Complaint, against Defendant and the Released  
6 Persons, by and on behalf of the Plaintiffs and Settlement Class Members, and any  
7 other such actions by and on behalf of any other putative classes of individuals  
8 against Defendant originating, or that may originate, in jurisdictions in the United  
9 States, reasonably related to the facts alleged in the Consolidated Complaint.

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

14 **I. DEFINITIONS**

15 As used in this Settlement Agreement, the following terms have the meanings  
16 specified below:

17 1.1 “Action” or “Litigation” means *McAuley, et al. v. Pierce College*  
18 *District*, Case No. 23-2-11064-7 (consolidated with Case No. 23-2-11372-7),  
19 pending before the Court as of the date of this Agreement.

20 1.2 “Agreement” or “Settlement Agreement” means this agreement.

21 1.3 “Claims Administration” means the issuing of notice of this settlement  
22 to Class Members and the processing and payment of claims received from  
23 Settlement Class Members by the Claims Administrator.

24 1.4 “Claims Administrator” means CPT Group, who is experienced in  
25 administering class action claims generally and specifically those of the type  
26 provided for and made in data breach litigation.

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1           1.5 “Claims Deadline” means the postmark and/or online submission  
2 deadline for valid claims submitted pursuant to ¶ 2 below. The Claims Deadline is  
3 ninety (90) days after the Notice Commencement date.

4           1.6 “Claim Form” means the claim form to be used by Settlement Class  
5 Members to submit a Settlement Claim, either through the mail or online through the  
6 Settlement Website, substantially in the form as shown in **Exhibit A**.

7           1.7 “Claimant” means a Settlement Class Member who submits a Claim  
8 Form for a Settlement Payment.

9           1.8 “Class Members” means all individuals residing in the United States to  
10 whom Defendant or its authorized representative sent a notice concerning the July  
11 2023 Data Security Incident announced by Defendant. Class Members specifically  
12 excludes all persons who are directors or officers of Pierce College, the Judge  
13 assigned to the Action, and that Judge’s immediate family and Court staff. Class  
14 Members consist of approximately 160,835 individuals. These individuals constitute  
15 the “Settlement Class” solely for purposes of certifying a settlement class in this  
16 Litigation.

17           1.9 “Costs of Claims Administration” means all actual costs associated with  
18 or arising from Claims Administration. The Claims Administrator shall, from the  
19 Settlement Fund, pay all Costs of Claims Administration subject to approval by Class  
20 Counsel.

21           1.10 “Court” means the Superior Court of the State of Washington, County  
22 of Pierce.

23           1.11 “Data Security Incident” means the cyberattack perpetrated on Pierce  
24 College beginning on or around July 23, 2023, and which Defendant learned about  
25 on or around July 24, 2023.

26           1.12 “Dispute Resolution” means the process for resolving disputed  
27 Settlement Claims as set forth in this Agreement.  
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1           1.13 “Final” or “Effective Date” mean the occurrence of all of the following  
2 events: (i) the settlement pursuant to this Settlement Agreement is approved by the  
3 Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii)  
4 the time to appeal or seek permission to appeal from the Judgment has expired or, if  
5 appealed, the appeal has been dismissed in its entirety, or the Judgment has been  
6 affirmed in its entirety by the court of last resort to which such appeal may be taken,  
7 and such dismissal or affirmance has become no longer subject to further appeal or  
8 review. Notwithstanding the above, any order modifying or reversing any attorneys’  
9 fees award or service award made in this case shall not affect whether the Judgment  
10 is “Final” as defined herein or any other aspect of the Judgment.

11           1.14 “Final Approval of the Settlement” means an order and judgment that  
12 the Court enters and which finally approves the Settlement Agreement without  
13 material change to the Parties’ agreed-upon proposed final approval order and  
14 judgment.

15           1.15 “Judgment” means a judgment rendered by the Court.

16           1.16 “Long Notice” means the long form notice of settlement to be posted on  
17 the Settlement Website, substantially in the form as shown in **Exhibit B**.

18           1.17 “Notice Commencement Date” means thirty (30) days following entry  
19 of the Preliminary Approval Order.

20           1.18 “Notice Program” means steps taken by the Claims Administrator to  
21 notify Class Members of the settlement as set forth below.

22           1.19 “Objection Date” means the date by which Settlement Class Members  
23 must file with the Court, with service to Proposed Lead Class Counsel for the Settling  
24 Parties, their objection to the Settlement Agreement for that objection to be effective.  
25 The Objection Date is sixty (60) days after the Notice Commencement Date.

26           1.20 “Opt-Out Date” means the date by which Class Members must mail  
27 their requests to be excluded from the Settlement Class for that request to be  
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1 effective. The postmark date shall constitute evidence of the date of mailing for these  
2 purposes. The Opt-Out Date is sixty (60) days after the Notice Commencement Date.

3 1.21 “Person” means an individual, corporation, partnership, limited  
4 partnership, limited liability company or partnership, association, joint stock  
5 company, estate, legal representative, trust, unincorporated association, government  
6 or any political subdivision or agency thereof, and any business or legal entity, and  
7 their respective spouses, heirs, predecessors, successors, representatives, or  
8 assignees.

9 1.22 “Preliminary Approval Order” means the order preliminarily approving  
10 the Settlement Agreement and ordering that notice be provided to Class Members  
11 substantially in the form attached hereto as **Exhibit C**.

12 1.23 “Proposed Settlement Class Counsel” and “Class Counsel” means  
13 Timothy W. Emery of Emery Reddy, PLLC (“Proposed Lead Class Counsel”) and  
14 Kaleigh N. Boyd of Tousley Brain Stephens PLLC, M. Anderson Berry of Clayco C.  
15 Arnold, A Professional Corp., Daniel Srourian of Srourian Law Firm, P.C., and Tyler  
16 J. Bean of Siri & Glimstad LLP (“Proposed Additional Class Counsel”).

17 1.24 “Related Entities” means Pierce College’s respective past or present  
18 officers, directors, employees, servants, members, partners, principals, shareholders,  
19 owners, parents, subsidiaries, divisions, partnerships, and related or affiliated entities,  
20 and each of their respective predecessors, successors, directors, officers, employees,  
21 principals, agents, attorneys, executors, heirs, administrators, joint ventures, personal  
22 representatives, assigns, transferees, trustees, insurers, and reinsurers, and includes,  
23 without limitation, any Person or government (including but not limited to the State  
24 of Washington) related to any such entity who is, was, or could have been named as  
25 a defendant in any of the actions comprising the Litigation.

26 1.25 “Released Claims” shall collectively mean any and all past, present, and  
27 future claims, causes of action, lawsuits, set-offs, costs, expenses, attorneys’ fees,  
28 losses, rights, demands, charges, complaints, actions, suits, petitions, obligations,

1 debts, contracts, penalties, damages, or liabilities of any nature whatsoever, whether  
2 known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or  
3 contingent, direct or derivative, matured or unmatured, in law or equity, and any other  
4 form of legal or equitable relief that has been asserted, was asserted, or could have  
5 been asserted, by any Settlement Class Member against any of the Released Persons  
6 reasonably related to the operative facts alleged in or otherwise described by the  
7 Consolidated Complaint. Released Claims shall not include the right of any  
8 Settlement Class Member or any of the Released Persons to enforce the terms of the  
9 Settlement contained in this Settlement Agreement and shall not include the claims  
10 of Class Members who have timely excluded themselves from this Settlement using  
11 the protocol described herein.

12 1.26 “Released Persons” means Pierce College and its Related Entities.

13 1.27 “Settlement Claim” means a claim for settlement benefits made under  
14 the terms of this Settlement Agreement.

15 1.28 “Settlement Class Member(s)” means Class Members who do not  
16 timely and validly opt-out of the Agreement by excluding themselves from this  
17 settlement proceeding using the protocol described herein.

18 1.29 “Settlement Class Representatives” or “Representative Plaintiffs”  
19 means Sally McAuley, Amber Cooper, Alex Neigel, April Perez, Logan Knapp,  
20 James Mikita, Robby Luthy Peter Clement, Mercedes Freund, Dale Jarrell, Ben  
21 McAuley, Karlee Pangis, Ray Shepherd, Jessica Hogan, Aman Centers, Jessica  
22 Bodas, and Dennis Liberatore.

23 1.30 “Settlement Fund” shall mean the fund established by Defendant  
24 pursuant to ¶ 2.2.1 of this Agreement.

25 1.31 “Settling Parties” means, collectively, Pierce College and Plaintiffs,  
26 individually and on behalf of the Settlement Class Members.

27 1.32 “Settlement Website” means a website, the URL for which to be  
28 mutually selected by the Settling Parties, that will inform Class Members of the terms

1 of this Settlement Agreement, their rights, dates and deadlines and related  
2 information, as well as provide the Class Members with the ability to submit a  
3 Settlement Claim online.

4 1.33 “Short Notice” means the short form notice of the proposed class action  
5 settlement, substantially in the form as shown in **Exhibit D**. The Short Notice will  
6 direct recipients to the Settlement Website and inform Class Members of, among  
7 other things, the Claims Deadline, the Opt-Out Date and Objection Date, and the date  
8 of the Final Fairness Hearing.

9 1.34 “United States” as used in this Settlement Agreement includes all 50  
10 states, the District of Columbia, and all territories.

11 1.35 “Valid Claims” means Settlement Claims in an amount approved by the  
12 Claims Administrator or found to be valid through the claims processing and/or  
13 Dispute Resolution process, or through the process for review and challenge set forth  
14 in the section entitled, “Administration of Claims.”

## 15 **II. SETTLEMENT CLASS BENEFITS**

16 2.1.1 Settlement Fund. Within twenty-one (21) days of an order  
17 granting preliminary approval of the Settlement, Defendant will fund a non-  
18 reversionary cash settlement fund in the amount of \$600,000 for the benefit of  
19 Settlement Class Members. The remaining \$600,000 will be funded within fourteen  
20 (14) days of the entry of an order granting final approval of the Settlement. As set  
21 forth below, the Settlement Fund will be used to pay for: (i) Compensation for  
22 Ordinary Losses (¶ 2.2.1); (ii) Compensation for Extraordinary Losses (¶ 2.2.2); (iii)  
23 Costs of Claims Administration (¶ 1.9); (iv) identity theft protection and credit  
24 monitoring services (¶ 2.3); (v) service awards (¶ 9.1); and (vi) attorney’s fees and  
25 litigation expenses (¶ 9.2).

26 2.2 Cash Benefits. Defendant agrees to make available from the Settlement  
27 Fund the below compensation to Settlement Class Members who submit valid and  
28 timely Claim Forms. Claims will be reviewed for completeness and plausibility by



1 the Claims Administrator. For claims deemed invalid, the Claims Administrator shall  
2 provide Claimants an opportunity to cure, unless an inability to cure is apparent from  
3 the face of the claim, e.g., the Claimant is not a Class Member.

4           2.2.1 Compensation for Ordinary Losses: All Settlement Class  
5 Members may submit a claim for documented out-of-pocket losses including, for  
6 example, lost time, unreimbursed losses relating to fraud or identity theft,  
7 unreimbursed costs of credit monitoring incurred between the time of the Data  
8 Incident and the time the claim is submitted, and unreimbursed bank fees, postage,  
9 or gasoline for travel (“Ordinary Losses”) and time spent remedying issues related to  
10 the Data Incident (“Attested Time”), up to \$500 per individual. The Settlement Fund  
11 will be used to pay valid and timely submitted claims for each of the following  
12 categories:

13           a) Documented out-of-pocket expenses incurred as a direct  
14 result of the Data Security Incident, namely, postage, copying, scanning, faxing,  
15 mileage and other travel-related charges, parking, notary charges, research charges,  
16 cell phone charges (only if charged by the minute), long distance phone charges, data  
17 charges (only if charged based on the amount of data used), text message charges  
18 (only if charged by the message), bank fees, accountant fees, and attorneys’ fees, all  
19 of which must be fairly traceable to the Data Security Incident and must not have  
20 been previously reimbursed by a third party. Expenses must be attested to and  
21 supported by documentation substantiating the full extent of the amount claimed; and

22           b) Reimbursement for Lost Time (“Attested Time”):  
23 Settlement Class Members may submit claims to be compensated for lost time they  
24 reasonably spent responding to the Data Security Incident. Settlement Class  
25 Members may claim up to three (3) hours of time compensated at the rate of \$30 per  
26 hour. All such lost time must be fairly traceable to the Data Security Incident,  
27 reasonably described by type of lost time incurred, and supported by an attestation  
28 that the time spent was reasonably incurred dealing with the Data Security Incident.

1           2.2.2 Compensation for Extraordinary Losses. In addition to the  
2 benefits otherwise provided herein, all Settlement Class Members who submit a  
3 Valid Claim using the Claim Form, including necessary documentation, are eligible  
4 for the following compensation for Extraordinary Losses, not to exceed \$5,000 per  
5 Settlement Class Member, for proven monetary loss as a result of actual identity theft  
6 if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss  
7 was fairly traceable to the Data Incident; (iii) the loss occurred during the specified  
8 time period; (iv) the loss is not already covered by one or more of the normal  
9 reimbursement categories; and (v) the Settlement Class Member made reasonable  
10 efforts to avoid, or seek reimbursement for, the loss, including and not limited to  
11 exhaustion of all available credit monitoring insurance and identify theft insurance.

12           2.2.3 Settlement Class Members seeking reimbursement under ¶¶ 2.2.1  
13 and/or 2.2.2 must complete and submit to the Claims Administrator a Claim Form in  
14 a form substantially similar to the one attached as **Exhibit A**, postmarked or  
15 submitted online on or before the Claims Deadline. The notice to the Class Members  
16 will specify this deadline and other relevant dates described herein. The Claim Form  
17 must be verified by the Settlement Class Member with a statement that his or her  
18 claim is true and correct, to the best of his or her knowledge and belief. Notarization  
19 shall not be required. Claims for Ordinary Losses and Extraordinary Losses must be  
20 attested to and supported by documentation substantiating the full extent of the  
21 amount claimed. Failure to provide such supporting documentation, as requested on  
22 the Claim Form, shall result in denial of a claim. No documentation is needed for  
23 lost-time expenses. Disputes as to claims submitted under this paragraph are to be  
24 resolved pursuant to the provisions stated in ¶¶ 2.4, 10.1.

25           2.3 Identity Theft Protection and Credit Monitoring. Settlement Class  
26 Members may submit a Claim to accept three years of free identity theft and credit  
27 monitoring services. The services shall provide three-bureau monitoring for all Valid  
28 Claims and shall include: (1) identity theft insurance (with a \$1,000,000 policy limit);

1 (2) real-time credit monitoring services; and (3) access to fraud resolution agents.  
2 Settlement Class Members will need to enroll to receive this benefit.

3       2.4 Residual Funds / Pro Rata Reduction. In the event that Compensation  
4 for Ordinary Losses, Compensation for Extraordinary Losses, Identity Theft  
5 Protection and Credit Monitoring services, Claims Administration Costs, Service  
6 Awards to Class Representatives, and Attorney's Fees and Litigation Expenses  
7 exceed the Settlement Fund, all class member payments will be reduced on a pro rata  
8 basis such that Defendant's maximum amount to be paid does not exceed the non-  
9 reversionary Settlement Fund. If Compensation for Ordinary Losses, Compensation  
10 for Extraordinary Losses, Identity Theft Protection and Credit Monitoring, Claims  
11 Administration Costs, Service Awards to Class Representatives, and the Attorney's  
12 Fees and Litigation Expenses Award do not exceed the Settlement Fund, all  
13 remaining funds will be distributed on a per class member basis, up to an additional  
14 \$500 for each claimant, to all Settlement Class Members who submitted a Valid  
15 Claim. As to any portion of the settlement fund that remains after all of the above  
16 have been paid, the parties shall meet and confer regarding the appropriate use of  
17 such residual funds, including the possibility for using residual funds for additional  
18 Identity Theft Protection services or whether any such funds shall be paid to the Legal  
19 Foundation of Washington.

20       2.5 Business Practice Enhancements, Including Monetary Investment into  
21 Data Security. Defendant has and will continue to undertake certain reasonable steps  
22 to enhance the security deployed to secure access to its data network, including the  
23 following:

- 24       a) Shifted authentication to a baseline which requires multi-factor  
25 authentication for all employees.
- 26       b) Multi-factor authentication requirement to access the Virtual Private  
27 Network (VPN) which is applicable to the subset of employees who are  
28 approved for VPN access.

- 1 c) Contract or receiving service from cybersecurity organization(s) which  
2 provide staffed security operations center that focuses on proactive  
3 managed detection and response that include providing threat  
4 monitoring, detection, defense, and mitigation through the managed  
5 network.
- 6 d) Maintain modern air-gapped, immutable, and access-controlled backup  
7 solution(s).
- 8 e) Continued engagement with MS-ISAC to provide vulnerability  
9 scanning, cybersecurity assessments, and implement recommended  
10 additional security best practices as applicable.
- 11 f) Having information and/or cybersecurity specialist staff work both  
12 within the Information Technology department and throughout the  
13 organization on implementing data retention practices in alignment with  
14 the Washington State Archives Record Retention Schedules.  
15 Additionally, staff will also support the rollout of document sensitivity  
16 labeling coupled with data loss prevention policies already in place, and  
17 develop a more robust training plan on the securing and storage of data  
18 based on state and college data classification definitions.

19 2.6 Dispute Resolution. The Claims Administrator, in its discretion to be  
20 reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class  
21 Member; (2) the Claimant has provided all information needed to complete the Claim  
22 Form, including any documentation and/or attestation that may be necessary to  
23 reasonably support the Ordinary Losses described in ¶ 2.2.1; and (3) the information  
24 submitted could lead a reasonable person to conclude that more likely than not the  
25 Claimant has suffered the claimed losses as a result of the Data Security Incident.  
26 The Claims Administrator may, at any time, request from the Claimant, in writing,  
27 additional information as the Claims Administrator may reasonably require in order  
28 to evaluate the claim (e.g., documentation requested on the Claim Form, information

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

8           2.6.1 Upon receipt of an incomplete or unsigned Claim Form or a  
9 Claim Form that is not accompanied by sufficient documentation to determine  
10 whether the claim is facially valid, the Claims Administrator shall request additional  
11 information and give the Claimant thirty (30) days to cure the defect before rejecting  
12 the claim. If the defect is not cured, then the claim will be deemed invalid and there  
13 shall be no obligation to pay the claim.

14           2.6.2 Following receipt of additional information requested by the  
15 Claims Administrator, the Claims Administrator shall have thirty (30) days to accept,  
16 in whole or lesser amount, or reject each claim. If, after review of the claim and all  
17 documentation submitted by the Claimant, the Claims Administrator determines that  
18 such a claim is valid, then the claim shall be paid, subject to the review and challenge  
19 process set forth in ¶ 10.1. If the claim is determined to be invalid, then the Claims  
20 Administrator will submit it to counsel for the Settling Parties. If counsel for the  
21 Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator  
22 shall follow counsel's joint direction regarding the disposition of the claim.

23           2.6.3 Settlement Class Members shall have thirty (30) days from  
24 receipt of the offer to accept or reject any offer of partial payment received from the  
25 Claims Administrator. If a Settlement Class Member rejects an offer from the Claims  
26 Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its  
27 initial adjustment amount and make a final determination. If the Claimant approves  
28 the final determination, then the approved amount shall be the amount to be paid. If

1 the Claimant does not approve the final determination within thirty (30) days, then  
2 the dispute will be submitted to counsel for the Settling Parties within an additional  
3 ten (10) days. The Claims Administrator shall follow counsel for the Settling Parties'  
4 joint direction regarding the disposition of the claim.

### 5 **III. CLASS CERTIFICATION**

6 3.1 The Settling Parties agree, for purposes of this settlement only, to the  
7 certification of the Settlement Class. If the settlement set forth in this Settlement  
8 Agreement is not approved by the Court, or if the Settlement Agreement is terminated  
9 or cancelled pursuant to the terms of this Settlement Agreement, this Settlement  
10 Agreement, and the certification of the Settlement Class provided for herein, will be  
11 vacated and the Litigation shall proceed as though the Settlement Class had never  
12 been certified, without prejudice to any Person's or Settling Party's position on the  
13 issue of class certification or any other issue. The Settling Parties' agreement to the  
14 certification of the Settlement Class is also without prejudice to any position asserted  
15 by the Settling Parties in any other proceeding, case or action, as to which all of their  
16 rights are specifically preserved. All discussions and agreements related to the  
17 Settlement Agreement shall be considered confidential and inadmissible pursuant to  
18 ER 408.

### 19 **IV. NOTICE AND CLAIMS ADMINISTRATION**

20 4.1 The Settling Parties selected CPT Group to be the Claims Administrator,  
21 who will be charged with delivering sufficient notice (including direct notice) and  
22 administering the claims process. The Claims Administrator shall, from the  
23 Settlement Fund, pay the entirety of the Costs of Claims Administration, including  
24 the cost of notice, subject to approval by Class Counsel.

25 4.2 After the Court enters an order finally approving the Settlement, the  
26 Claims Administrator shall provide the requested relief to all Settlement Class  
27 Members that made valid and timely claims, subject to the individual caps on  
28 Settlement Class Member payments set forth in ¶ 2 above.

1       **V.       PRELIMINARY APPROVAL**

2           5.1    As soon as practicable after the execution of the Settlement Agreement,  
3 Proposed Settlement Class Counsel and counsel for Pierce College shall jointly  
4 submit this Settlement Agreement to the Court, and Proposed Settlement Class  
5 Counsel will file an unopposed motion for preliminary approval of the settlement  
6 with the Court requesting entry of a Preliminary Approval Order in a form  
7 substantially similar to the one attached as **Exhibit C**, requesting, among other  
8 things:

- 9                   a)    certification of the Settlement Class for settlement purposes only  
10                            pursuant to ¶ 3.1;
- 11                   b)    preliminary approval of the Settlement Agreement as set forth  
12                            herein;
- 13                   c)    appointment of Proposed Settlement Class Counsel as Settlement  
14                            Class Counsel;
- 15                   d)    appointment of Plaintiffs as Settlement Class Representatives;
- 16                   e)    Approval of the Notice Program and Notices;
- 17                   f)    Approval of the Claim Form and Claims process; and
- 18                   g)    Appointment of CPT Group as the Settlement Administrator.

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

22           5.2    The Claims Administrator shall, from the Settlement Fund, pay for  
23 providing notice to Class Members in accordance with the Preliminary Approval  
24 Order. Service Awards to Class Representatives and attorneys' fees, costs, and  
25 expenses of Settlement Class Counsel, as approved by the Court, shall be paid by the  
26 Claims Administrator, from the Settlement Fund, as set forth in ¶ 9 below.

27           5.3    Notice shall be provided to Class Members by the Claims  
28 Administrator as follows:

1           5.3.1 Class Member Information: No later than fourteen (14) days after  
2 entry of the Preliminary Approval Order, Pierce College shall provide the Claims  
3 Administrator with the name, last known physical address, and/or email address of  
4 each Class Member to the extent known (collectively, “Class Member Information”).  
5 The Class Member Information and its contents shall be used by the Claims  
6 Administrator solely for the purpose of performing its obligations pursuant to this  
7 Settlement Agreement and shall not be used for any other purpose at any time. The  
8 Claims Administrator shall not reproduce, copy, store, or distribute in any form,  
9 electronic or otherwise, the Class Member Information, except to administer the  
10 settlement as provided in this Settlement Agreement, or provide all data and  
11 information in its possession to the Settling Parties upon request.

12           5.3.2 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 Parties and/or required by the Court. The notice and  
20 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.

23           5.3.3 Short Notice: Within thirty (30) days after the entry of the  
24 Preliminary Approval Order and to be substantially completed not later than forty-  
25 five (45) days after entry of the Preliminary Approval Order, and subject to the  
26 requirements of this Agreement and the Preliminary Approval Order, the Claims  
27 Administrator will provide notice to Class Members as follows:  
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a) Via U.S. mail and/or email to all Class Members. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

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

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



1 Post Office box established by the Claims Administrator. The written notice must  
2 clearly manifest a Person’s intent to opt-out of the Settlement Class. To be effective,  
3 written notice must be postmarked by the Opt-Out Date.

4 6.2 Persons who submit valid and timely notices of their intent to opt-out of  
5 the Settlement Class, as set forth in ¶ 6.1 above, referred to herein as “Opt-Outs,”  
6 shall not receive any benefits of and/or be bound by the terms of this Settlement  
7 Agreement. All Persons falling within the definition of the Settlement Class who do  
8 not opt-out of the Settlement Class in the manner set forth in ¶ 6.1 above shall be  
9 bound by the terms of this Settlement Agreement, Release, and Judgment entered  
10 thereon.

11 6.3 Within ten (10) days after the Opt-Out Date as approved by the Court,  
12 if there have been more than 40 valid opt outs, Defendant may, by notifying  
13 Settlement Class Counsel and the Court in writing, within five (5) business days from  
14 the date the Claims Administrator provides written notice to Defendant of the number  
15 of opt-outs, void this Settlement Agreement. If Defendant voids the Settlement  
16 Agreement, Defendant shall be obligated to pay all settlement expenses already  
17 incurred, excluding any attorneys’ fees, costs, and expenses of Proposed Settlement  
18 Class Counsel and service awards and shall not, at any time, seek recovery of same  
19 from any other party to the Litigation or from counsel to any other party to the  
20 Litigation.

## 21 **VII. OBJECTION PROCEDURES**

22 7.1 Each Settlement Class Member desiring to object to the Settlement  
23 Agreement shall submit a timely written notice of his or her objection by the  
24 Objection Date. Such notice shall state: (i) the objector’s full name and address; (ii)  
25 the case name and docket number – *Sally McAuley, et al. v. Pierce College District*,  
26 Case No. 23-2-11064-7 (Washington State Superior Court for Pierce County); (iii)  
27 information identifying the objector as a Settlement Class Member, including proof  
28 that the objector is a Settlement Class Member (e.g., copy of the objector’s settlement  
notice, copy of original notice of the Data Security Incident, or a statement explaining

1 why the objector believes he or she is a Settlement Class Member); (iv) a written  
2 statement of all grounds for the objection, accompanied by any legal support for the  
3 objection the objector believes applicable; (v) the identity of any and all counsel  
4 representing the objector in connection with the objection; (vi) a statement whether  
5 the objector and/or his or her counsel will appear at the Final Fairness Hearing; and  
6 (vii) the objector's signature or the signature of the objector's duly authorized  
7 attorney or other duly authorized representative (if any) representing him or her in  
8 connection with the objection. To be timely, written notice of an objection that  
9 substantially complies with ¶7.1(i)-(vii) must be mailed, with a postmark date no later  
10 than the Objection Date, to Proposed Lead Class Counsel: Timothy W. Emery of  
11 Emery Reddy, PLLC, 600 Stewart Street, Suite 1100, Seattle, WA 98101; and  
12 counsel for Pierce College, Casie Collignon, Baker & Hostetler, LLP, 1801  
13 California Street, Suite 4400, Denver, CO 80202. For all objections mailed to  
14 Proposed Lead Class Counsel and counsel for Pierce College, Proposed Settlement  
15 Class Counsel will file them with the Court with the Motion for Final Approval of  
16 Settlement.

17       7.2 Although the Court's stated policy is to hear from any class member  
18 who attends the Final Fairness Hearing and asks to speak regarding his or her  
19 objection to the settlement, the Parties reserve the right to challenge the objection of  
20 any Settlement Class Member who fails to comply with the requirements for  
21 objecting in ¶ 7.1 as having waived and forfeited any and all rights he or she may  
22 have to appear separately and/or to object to the Settlement Agreement, and assert  
23 that such Settlement Class Member is bound by all the terms of the Settlement  
24 Agreement and by all proceedings, orders and judgments in the Litigation. The  
25 exclusive means for any challenge to the Settlement Agreement shall be through the  
26 provisions of ¶ 7.1. Without limiting the foregoing, any challenge to the Settlement  
27 Agreement, the final order approving this Settlement Agreement, or the Judgment to  
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1 be entered upon final approval shall be pursuant to appeal under the Washington State  
2 Court Rules of Appellate Procedure and not through a collateral attack.

3 **VIII. RELEASES**

4 8.1 Upon sixty (60) days after the Effective Date, each Settlement Class  
5 Member, including Plaintiffs, shall be deemed to have, and by operation of the  
6 Judgment shall have, fully, finally, and forever released, relinquished, and discharged  
7 all Released Claims. Further, upon the Effective Date, and to the fullest extent  
8 permitted by law, each Settlement Class Member, excluding Opt-Outs but including  
9 Plaintiffs, shall directly, indirectly, or in any representative capacity, be permanently  
10 barred and enjoined from commencing, prosecuting, or participating in any recovery  
11 in any action in this or any other forum (other than participation in this Settlement  
12 Agreement as provided herein) in which any of the Released Claims is asserted.

13 8.2 Upon sixty (60) days after the Effective Date, Pierce College shall be  
14 deemed to have, and by operation of the Judgment shall have, fully, finally, and  
15 forever released, relinquished, and discharged, the Settlement Class Representatives,  
16 the Settlement Class Members, and Proposed Settlement Class Counsel, of all claims,  
17 based upon the institution, prosecution, assertion, settlement, or resolution of the  
18 Litigation or the Released Claims, except for enforcement of the Settlement  
19 Agreement. Any other claims or defenses Pierce College may have against the  
20 Settlement Class Representatives, the Settlement Class Members, and the Proposed  
21 Settlement Class Counsel including, without limitation, any claims based upon any  
22 retail, banking, debtor-creditor, contractual, or other business relationship with such  
23 Persons not based on the institution, prosecution, assertion, settlement, or resolution  
24 of the Litigation are specifically preserved and shall not be affected by the preceding  
25 sentence.

26 8.3 Notwithstanding any term herein, neither Pierce College nor its Related  
27 Entities shall have or shall be deemed to have released, relinquished or discharged  
28

1 any claim or defense against any Person other than Representative Plaintiffs, each  
2 and all of the Settlement Class Members, and Proposed Settlement Class Counsel.

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

4 9.1 After an agreement had been reached as to the essential terms of a  
5 settlement (i.e., Settlement Class benefits), the Parties negotiated the amount of a  
6 service award to the Representative Plaintiffs. Subject to Court approval, the  
7 Representative Plaintiffs shall seek, and Defendant agrees to pay out of the  
8 Settlement Fund, a total service award amount, not to exceed \$61,000 to be allocated  
9 between the Representative Plaintiffs. The Claims Administrator shall, from the  
10 Settlement Fund, pay the service awards approved by the Court up to the agreed  
11 maximum.

12 9.2 After an agreement had been reached as to the essential terms of a  
13 settlement (i.e., Settlement Class benefits), the Parties negotiated the amount of  
14 Plaintiff's attorneys' fees and litigation expenses. Plaintiffs shall seek an award of  
15 combined attorneys' fees and costs not to exceed one-third of the Settlement Fund.  
16 The Claims Administrator shall, from the Settlement Fund, pay the attorneys' fees  
17 and expenses award approved by the Court up to the agreed maximum.

18 9.3 The Claims Administrator shall, from the Settlement Fund, pay the  
19 service awards and attorneys' fees and expenses awarded by the Court to Emery  
20 Reddy, PLLC within fourteen (14) days after the Effective Date. The attorneys' fees  
21 and expenses award will be allocated among Proposed Settlement Class Counsel.  
22 Defendant bears no responsibility or liability relating to the allocation of the  
23 attorneys' fees and expenses among Proposed Settlement Class Counsel.

24 9.4 The finality or effectiveness of the Settlement Agreement shall not  
25 depend upon the Court awarding any particular attorneys' fees and expenses award  
26 or service award. No order of the Court, or modification or reversal or appeal of any  
27 order of the Court concerning the amount(s) of any attorneys' fees and expenses,  
28 and/or service awards ordered by the Court to Proposed Settlement Class Counsel or

1 Representative Plaintiffs shall affect whether the Judgment is final or constitute  
2 grounds for cancellation or termination of this Settlement Agreement.

3 **X. ADMINISTRATION OF CLAIMS**

4 10.1 The Claims Administrator shall administer and calculate the claims  
5 submitted by Settlement Class Members under ¶¶ 2.2.1 and 2.2.2. Proposed  
6 Settlement Class Counsel and counsel for Pierce College shall be given reports as to  
7 both claims and distribution, and have the right to challenge the claims and  
8 distribution set forth in the reports, including by requesting and receiving, for any  
9 approved claim, the name of the Settlement Class Member, a description of the  
10 approved claim, including dollar amounts to be paid as Ordinary Losses, and all  
11 supporting documentation submitted. If counsel for the Settling Parties agree that any  
12 such claim is improper, the Claims Administrator shall follow counsel's joint  
13 direction regarding the disposition of the claim. If the Settling Parties cannot agree  
14 on the disposition of a claim, the Settling Parties, upon the election of either Settling  
15 Party, will submit the claim for disposition to a jointly agreed upon impartial third-  
16 party claim referee for determination. The Claims Administrator's determination of  
17 whether a Settlement Claim is a Valid Claim shall be binding, subject to the above  
18 right of review and challenge and the Dispute Resolution process set forth in ¶ 2.6.  
19 All claims agreed to be paid in full by Pierce College shall be deemed Valid Claims.

20 10.2 Checks for Valid Claims shall be mailed and postmarked, and  
21 electronic payments shall be issued electronically, within sixty (60) days of the  
22 Effective Date, or within thirty (30) days of the date that the claim is approved,  
23 whichever is later.

24 10.3 All Settlement Class Members who fail to timely submit a claim for  
25 any benefits hereunder within the time frames set forth herein, or such other period  
26 as may be ordered by the Court, or otherwise allowed, shall be forever barred from  
27 receiving any payments or benefits pursuant to the settlement set forth herein, but  
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1 will in all other respects be subject to, and bound by, the provisions of the Settlement  
2 Agreement, the releases contained herein and the Judgment.

3 10.4 No Person shall have any claim against the Claims Administrator,  
4 Pierce College, Proposed Settlement Class Counsel, Proposed Class Representatives,  
5 and/or Pierce College's counsel based on distributions of benefits, or the denial of  
6 benefits, to Settlement Class Members.

7 **XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**  
8 **CANCELLATION, OR TERMINATION**

9 11.1 The Effective Date of the settlement shall be conditioned on the  
10 occurrence of all of the following events:

- 11 a) The Court has entered the Preliminary Approval Order, as  
12 required by ¶ 5.1;
- 13 b) The Court has entered the Judgment granting final approval to the  
14 settlement as set forth herein; and
- 15 c) Judgment has become Final, as defined in ¶ 1.14.

16 11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied and the  
17 Effective Date does not occur, the Settlement Agreement shall be terminated unless  
18 Proposed Settlement Class Counsel and Pierce College's counsel mutually agree in  
19 writing to proceed with the Settlement Agreement.

20 11.3 Within three (3) days after the Opt-Out Date, the Claims Administrator  
21 shall furnish to Proposed Settlement Class Counsel and to Pierce College's counsel  
22 a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

23 11.4 Except as provided in ¶ 6.3, in the event that the Settlement Agreement  
24 is not approved by the Court or the settlement set forth in this Settlement Agreement  
25 is terminated in accordance with its terms, (a) the Settling Parties shall be restored to  
26 their respective positions in the Litigation and shall jointly request that all scheduled  
27 litigation deadlines be reasonably extended by the Court so as to avoid prejudice to  
28 any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the



1 Settlement Agreement shall have no further force and effect and shall not be used in  
2 the Litigation or in any other proceeding for any purpose, and any judgment or order  
3 entered by the Court in accordance with the terms of the Settlement Agreement shall  
4 be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this  
5 Settlement Agreement to the contrary, no order of the Court or modification or  
6 reversal on appeal of any order reducing the amount of attorneys' fees, costs,  
7 expenses, and/or service awards shall constitute grounds for cancellation or  
8 termination of the Settlement Agreement. Further, notwithstanding any statement in  
9 this Settlement Agreement to the contrary, Pierce College shall be obligated to pay  
10 amounts already billed or incurred for costs of notice to the Settlement Class, Claims  
11 Administration, and Dispute Resolution pursuant to ¶ 4.1 above and shall not, at any  
12 time, seek recovery of same from any other party to the Litigation or from counsel to  
13 any other party to the Litigation. In the event any of the releases or definitions set  
14 forth in ¶¶ 1.25, 1.26, 1.27, 8.1, or 8.2 are not approved by the Court as written, the  
15 Settlement Agreement shall be terminated and provisions (a) and (b) of this paragraph  
16 shall apply to the Settling Parties and this Agreement unless Proposed Settlement  
17 Class Counsel and Pierce College's counsel mutually agree in writing to proceed with  
18 the Settlement Agreement.

19 11.5 Prior to the Effective Date, Class Counsel may amend the Consolidated  
20 Complaint to include additional Representative Plaintiffs.

## 21 **XII. MISCELLANEOUS PROVISIONS**

22 12.1 The Settling Parties (i) acknowledge that it is their intent to  
23 consummate this agreement; and (ii) agree to cooperate to the extent reasonably  
24 necessary to effectuate and implement all terms and conditions of this Settlement  
25 Agreement, and to exercise their best efforts to accomplish the terms and conditions  
26 of this Settlement Agreement.

27 12.2 The Settling Parties intend this settlement to be a final and complete  
28 resolution of all disputes between them with respect to the Litigation. The settlement

1 comprises claims that are contested and shall not be deemed an admission by any  
2 Settling Party as to the merits of any claim or defense. The Settling Parties each agree  
3 that the settlement was negotiated in good faith by the Settling Parties, and reflects a  
4 settlement that was reached voluntarily after consultation with competent legal  
5 counsel. The Settling Parties reserve their right to rebut, in a manner that such party  
6 determines to be appropriate, any contention made in any public forum that the  
7 Litigation was brought or defended in bad faith or without a reasonable basis. It is  
8 agreed that no Party shall have any liability to any other Party as it relates to the  
9 Litigation, except as set forth herein.

10       12.3 Neither the Settlement Agreement, nor the settlement contained herein,  
11 nor any act performed or document executed pursuant to or in furtherance of the  
12 Settlement Agreement or the settlement (i) is or may be deemed to be or may be used  
13 as an admission of, or evidence of, the validity or lack thereof of any Released Claim,  
14 or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be  
15 deemed to be or may be used as an admission of, or evidence of, any fault or omission  
16 of any of the Released Persons in any civil, criminal or administrative proceeding in  
17 any court, administrative agency or other tribunal. Any of the Released Persons may  
18 file the Settlement Agreement and/or the Judgment in any action that may be brought  
19 against them or any of them in order to support a defense or counterclaim based on  
20 principles of *res judicata*, collateral estoppel, release, good faith settlement,  
21 judgment bar, or reduction or any other theory of claim preclusion or issue preclusion  
22 or similar defense or counterclaim.

23       12.4 The Settlement Agreement may be amended or modified only by a  
24 written instrument signed by or on behalf of all Settling Parties or their respective  
25 successors-in-interest.

26       12.5 This Settlement Agreement contains the entire understanding between  
27 Pierce College and Plaintiffs individually and on behalf of the Settlement Class  
28 Members regarding the Litigation settlement and this Agreement, and this Agreement

1 supersedes all previous negotiations, agreements, commitments, understandings, and  
2 writings between Pierce College and Plaintiffs, including between counsel for Pierce  
3 College and Class Counsel, in connection with the Litigation settlement and this  
4 Agreement. Except as otherwise provided herein, each party shall bear its own costs.

5       12.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class,  
6 is expressly authorized by Plaintiffs to take all appropriate actions required or  
7 permitted to be taken by the Settlement Class pursuant to the Settlement Agreement  
8 to effectuate its terms, and also is expressly authorized to enter into any modifications  
9 or amendments to the Settlement Agreement on behalf of the Settlement Class which  
10 they deem appropriate in order to carry out the spirit of this Settlement Agreement  
11 and to ensure fairness to the Settlement Class.

12       12.7 Each counsel or other Person executing the Settlement Agreement on  
13 behalf of any party hereto hereby warrants that such Person has the full authority to  
14 do so.

15       12.8 The Settlement Agreement may be executed in one or more  
16 counterparts. All executed counterparts and each of them shall be deemed to be one  
17 and the same instrument.

18       12.9 The Settlement Agreement shall be binding upon, and inure to the  
19 benefit of, the successors and assigns of the parties hereto.

20       12.10 The Court shall retain jurisdiction with respect to implementation and  
21 enforcement of the terms of the Settlement Agreement, and all parties hereto submit  
22 to the jurisdiction of the Court for purposes of implementing and enforcing the  
23 settlement embodied in the Settlement Agreement.

24       12.11 All dollar amounts are in United States dollars (USD).

25       12.12 Cashing a settlement check (paper or electronic) is a condition  
26 precedent to any Settlement Class Member's right to receive monetary settlement  
27 benefits. All settlement checks shall be void ninety (90) days after issuance and shall  
28 bear the language: "This check must be cashed within ninety (90) days, after which

1 time it is void.” If a check becomes void, the Settlement Class Member shall have  
2 until six months after the Effective Date to request re-issuance. If no request for re-  
3 issuance is made within this period, the Settlement Class Member will have failed to  
4 meet a condition precedent to recovery of monetary settlement benefits, the  
5 Settlement Class Member’s right to receive monetary relief shall be extinguished,  
6 and Pierce College shall have no obligation to make payments to the Settlement Class  
7 Member under ¶¶ 2.2.1 and/or 2.2.2 or any other type of monetary relief. The same  
8 provisions shall apply to any re-issued check. For any checks that are issued or re-  
9 issued for any reason more than one hundred eighty (180) days from the Effective  
10 Date, requests for further re-issuance will not be honored after such checks become  
11 void.

12 12.13 All agreements made and orders entered during the course of the  
13 Litigation relating to the confidentiality of information shall survive this Settlement  
14 Agreement.

15 IN WITNESS WHEREOF, the parties hereto have caused the Settlement  
16 Agreement to be executed.

17  
18 **EMERY REDDY, PLLC**

19 /s/ Timothy W. Emery  
20 600 Stewart Street, Suite 1100  
21 Seattle, WA 98101  
22 Telephone: 206-442-9106  
23 emeryt@emeryreddy.com

24 **SIRI & GLIMSTAD LLP**

25 /s/ Tyler J. Bean  
26 Tyler J. Bean  
27 745 Fifth Avenue, Suite 500  
28 New York, NY 10151  
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tbean@sirillp.com

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*Attorneys for Defendant  
Pierce College District*

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16 **CLAYEO C. ARNOLD**  
17 **A PROFESSIONAL CORP.**

18 */s/ M. Anderson Berry*

---

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20 865 Howe Avenue  
21 Sacramento, CA 95825  
22 Telephone: 916-239-4778  
23 aberry@justice4you.com

24 *Attorneys for Plaintiffs and the*  
25 *Settlement Class*

# EXHIBIT A

Pierce College Settlement Administrator  
c/o [Settlement Administrator]  
[Address Line 1]  
[Address Line 2]

**Your Claim Form Must Be Submitted  
On or Before [DATE]**

***McAuley, et al. v. Pierce College District,***  
In the Superior Court of the State of Washington, County of Pierce  
(Case No. 23-2-11064-7)  
**Claim Form**

This claim form should be filled out online or submitted by mail if you are a U.S. resident to whom Pierce College District (“Pierce College”) or its authorized representative sent notice of a data security incident discovered on or about July 23, 2023 (the “Data Security Incident”). Benefits may include: (i) up to \$500 in reimbursement for documented ordinary out-of-pocket losses and up to 3 hours calculated at \$30 per hour for time reasonably spent responding to the Data Security Incident; (ii) up to \$5,000 in reimbursement for documented extraordinary out-of-pocket losses; and (iii) credit and identity theft monitoring services for three years. If, after paying all other expenses and benefits, there remains any funds in the Settlement Fund, those funds will be distributed on a *pro rata* basis (up to an additional \$500) to all those who timely filled out and submitted this claim form, if the settlement is approved, and if they are found to be eligible for a payment or other benefit.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, [WEBSITE], or call [TELEPHONE #] for more information.

If you wish to submit a claim for a settlement payment, please provide the information requested below. Please print clearly in blue or black ink. This claim form must be mailed and postmarked by [DATE].

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (\*) INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT [WEBSITE].

**1. CLASS MEMBER INFORMATION.**

<input type="checkbox"/>																				<input type="checkbox"/>	
First Name*																		Middle Initial			
<input type="checkbox"/>																				<input type="checkbox"/>	
Last Name*																		Suffix			
<input type="checkbox"/>																					
Primary Address*																					
<input type="checkbox"/>																					
Apt/Floor/Suite																					
<input type="checkbox"/>																		<input type="checkbox"/>		<input type="checkbox"/>	
City*																		State*		Zip Code*	
<input type="checkbox"/>																					
Current Email Address*																					
<input type="checkbox"/>										<input type="checkbox"/>											
Current Phone Number										Settlement Claim ID*											

If your current address is outside the United States, please complete this claim form online at [WEBSITE] and select the checkbox on the Class Member Information page that says "Please check if this is a non-U.S. address".

Your Settlement Claim ID is printed on the notice you received in the mail. If you no longer have your notice, contact the Claims Administrator at [telephone number]

**2. PAYMENT AND CREDIT MONITORING ELIGIBILITY INFORMATION.**

Please review the notice and paragraphs 2.2 and 2.3 of the Settlement Agreement for more information on who is eligible for a payment and/or free identity theft protection and credit monitoring, and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us determine if you are entitled to a settlement payment or other benefit.

**PLEASE PROVIDE THE INFORMATION LISTED BELOW:**

Check the box for each category of expenses or lost time that you incurred as a result of the Data Security Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in bold type. If you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish. Please note that recovery is limited to: (i) up to \$500 in reimbursement for documented ordinary out-of-pocket losses and up to 3 hours calculated at \$30 per hour for time reasonably spent responding to the Data Security Incident; (ii) up to \$5,000 in reimbursement for documented extraordinary out-of-pocket losses; and (iii) credit and identity theft monitoring services for three years. If, after paying all other expenses and benefits, there remains any funds in the Settlement Fund, those funds will be distributed on a *pro rata* basis (up to an additional \$500) to all those who timely filled out and submitted this claim form, if the settlement is approved, and if they are found to be eligible for a payment or other benefit.

I wish to make a claim for three (3) years of free identity theft protection and credit monitoring services including: identity theft insurance (with a \$1,000,000 policy limit); real-time credit monitoring services; and access to fraud resolution agents.

I wish to make a claim for ordinary expenses and/or lost time incurred as a result of the Data Security Incident. This category is capped at \$500 to include lost time amounts. I understand I must provide a description of the charges or time sought to be reimbursed.

*You must provide supporting documentation. Examples* - bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (if charged based on the amount of data used), postage, or gasoline/electricity for travel; fees for credit reports, credit monitoring, or other identity theft insurance, purchased between July 23, 2023 and [ENTER DATE FOR CLAIMS DEADLINE].

Total amount for this category: \$

Expense Types	Approximate Amount of Expense and Date	Description of Expense or Money Paid and Supporting Documents (Identify what you are attaching, and why it is related to the Data Incident)
	\$ _____ Date: _____  \$ _____ Date: _____	_____ _____ _____ _____ _____



If you are seeking reimbursement for out-of-pocket expenses, please attach a copy of a statement or receipt from the company that charged you, showing the amount of charges incurred.

You may mark out any transactions that are not relevant to your claim before sending the documentation.

I wish to make a claim for **reimbursement for time spent dealing with the Data Security Incident**

**Examples** – You spent time contacting your bank and/or implementing credit monitoring, and/or checking your statements as a result of the Data Security Incident. Reimbursement for time spent dealing with the Data Security Incident is paid at \$30/hour, for up to 3 hours. You may round up your time to the nearest whole hour.

1 Hour

2 Hours

3 Hours

Explanation of Time Spent (Identify what you did by activity and why)	Approx. Date(s) (if known)	Time Spent on Activity
<hr/> <hr/> <hr/>		

I wish to make a claim for extraordinary expenses incurred as a result of the Data Security Incident. This category is capped at \$5,000. I understand I must provide documentation demonstrating these expenses in order to be reimbursed.

*You must provide supporting documentation.* **Examples** - bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (if charged based on the amount of data used), postage, or gasoline/electricity for travel; fees for credit reports, credit monitoring, or other identity theft insurance, purchased between July 23, 2023 and [ENTER DATE FOR CLAIMS DEADLINE].

Total amount for this category: \$

Expense Types	Approximate Amount of Expense and Date	Description of Expense or Money Paid and Supporting Documents (Identify what you are attaching, and why it is related to the Data Incident)
	\$ Date:	<hr/> <hr/> <hr/>
	\$ Date:	<hr/> <hr/> <hr/>

If you are seeking reimbursement for out-of-pocket expenses, please attach a copy of a statement or receipt from the company that charged you, showing the amount of charges incurred.

You may mark out any transactions that are not relevant to your claim before sending the documentation.

**3. SIGN AND DATE YOUR CLAIM FORM.**

I declare under the laws of the United States and the laws of my State of residence that the information supplied in this claim form is true and correct to the best of my knowledge and recollection, and that this form was executed on the date set forth below. I understand that I may be asked by the Claims Administrator to provide supplemental information before my claim will be considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

**4. REMINDER CHECKLIST**

1. Keep copies of the completed Claim Form and documentation for your own records.
2. If your address changes or you need to make a correction to the address on this claim form, please visit the settlement administration website at [\[WEBSITE\]](#) and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you in order to complete your request.
3. If you need to supplement your claim submission with additional documentation, please visit the settlement administration website at [\[WEBSITE\]](#) and provide these documents by completing the Secure Contact Form.
4. For more information, please visit the settlement administration website at [\[WEBSITE\]](#) or call the Settlement Administrator at [\[TELEPHONE#\]](#). Please do not call the Court or the Clerk of the Court.

# EXHIBIT B

*McAuley, et al. v. Pierce College District*, Case No. 23-2-11064-7  
SUPERIOR COURT OF WASHINGTON  
COUNTY OF PIERCE

**If Pierce College District or its authorized representative sent you notice in or around October 2023 of the Data Incident it experienced, you may be eligible for benefits from a class action settlement.**

*Para una notificación en Español, visitar [WEB ADDRESS]*

***A Washington court has determined that there is sufficient evidence to suggest that this Settlement might be fair, adequate, and reasonable and thereby ordered this notice. Any final determination as to these matters will be made at the Final Fairness Hearing. This is not junk mail, an advertisement or a lawyer solicitation.***

- A settlement has been proposed in a class action against Pierce College District (“Pierce College”) arising out of a data security incident that occurred from July 23 to July 24, 2023, during which unauthorized third parties gained access to certain files containing the personal information of current and former students and employees of Pierce College (the “Data Incident”). The computer files accessed in the Data Incident contained the following information, which varied by individual: names, Social Security numbers, driver’s license numbers, dates of birth, and financial account numbers.
- Plaintiffs filed a class action on behalf of themselves and those similarly situated, asserting claims against Pierce College for: (i) [INSERT].
- If you received a notice from Pierce College concerning the 2023 Data Incident, you are part of the Class and may be eligible for benefits.
- The settlement provides: (i) up to \$500 in reimbursement for documented ordinary out-of-pocket losses and up to 3 hours calculated at \$30 per hour for time reasonably spent responding to the Data Security Incident; (ii) up to \$5,000 in reimbursement for documented extraordinary out-of-pocket losses; and (iii) credit and identity theft monitoring services. If, after all other payments and expenses are paid for out of the Settlement Fund, there remain any funds in the Settlement Fund, any Settlement Class Members who have submitted a claim for any of the other settlement benefits will be paid a share of the residual funds up to \$500 per Settlement Class Member.
- 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 Deadline: [Insert]</b>	This is the only way to receive a payment.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT Deadline: [Insert]</b>	Get no benefits. This is the only option that may allow you to individually sue Pierce College over the claims being resolved by this settlement.
<b>OBJECT TO THE SETTLEMENT Deadline: [Insert]</b>	Write to the Court with reasons why you do not agree with the settlement.
<b>GO TO THE FINAL APPROVAL HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
<b>DO NOTHING</b>	You will not get any compensation from the settlement and you will give up certain legal rights.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice. For complete details, view the Settlement Agreement at [WEBSITE] or call [TELEPHONE #].

- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will be made and settlement benefits distributed only after the Court grants final approval of the settlement and after any appeals are resolved in favor of the settlement.

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION..... Page 3**

1. Why was this Notice issued?
2. What is this lawsuit about?
3. What is a class action?
4. Why is there a settlement?

**WHO IS IN THE SETTLEMENT?..... Pages 3 and 4**

5. How do I know if I am included in the settlement?
6. What if I am not sure whether I am included in the settlement?

**THE SETTLEMENT BENEFITS ..... Page 4**

7. What does the settlement provide?
8. What payments are available?

**HOW TO GET BENEFITS..... Page 5**

9. How do I get benefits?
10. How will claims be decided?

**REMAINING IN THE SETTLEMENT ..... Page 5**

11. Do I need to do anything to remain in the settlement?
12. What am I giving up as part of the settlement?

**EXCLUDING YOURSELF FROM THE SETTLEMENT..... Page 6**

13. If I exclude myself, can I get a payment from this settlement?
14. If I do not exclude myself, can I sue Pierce College for the same thing later?
15. How do I get out of the settlement?

**THE LAWYERS REPRESENTING YOU .....Page 6 and 7**

16. Do I have a lawyer in this case?
17. How will Settlement Class Counsel be paid?

**OBJECTING TO THE SETTLEMENT..... Pages 6 and 7**

18. How do I tell the Court if I do not like the settlement?
19. What is the difference between objecting and asking to be excluded?

**THE COURT’S FINAL APPROVAL HEARING..... Pages 7 and 8**

20. When and where will the Court decide whether to approve the settlement?
21. Do I have to attend the Final Approval Hearing?
22. May I speak at the Final Approval Hearing?

**IF YOU DO NOTHING..... Page 8**

23. What happens if I do nothing?

**GETTING MORE INFORMATION ..... Page 8**

24. How do I get more information?

**Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)**

## BASIC INFORMATION

### 1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed settlement in this Class Action and about all of your options before the Court decides whether to give “Final Approval” to the settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the settlement.

Judge [] of the Superior Court of Pierce County, Washington is overseeing this case. The case is known as *McAuley, et al. v. Pierce College District*, No. 23-2-11064-7 (the “Lawsuit”). The people who sued are called the Plaintiffs. Pierce College is called the Defendant.

### 2. What is this lawsuit about?

Plaintiffs claim Pierce College was responsible for the increased risk of identity theft stemming from the Data Incident and assert claims including: (i) [INSERT FROM CAC]. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident.

Pierce College denies 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 “Plaintiff(s)” or “Representative Plaintiff(s)” (in this case, Sally McAuley, Amber Cooper, Alex Neigel, April Perez, Logan Knapp, James Mikita, Robby Luthy, Peter Clement, Mercedes Freund, Dale Jarrell, Ben McCauley, Karlee Pangis, Ray Shepherd, Jessica Hogan, Aman Centers, Jessica Bodas, and Dennis Liberatore) sue(s) on behalf of all people who have similar claims. Together, all these people are called a Class or Class members. One Court and one judge resolve the issues for all Class members, except for those who exclude themselves from the Class members who participate in the settlement (“Settlement Class”).

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Pierce College. Instead, Plaintiffs and Pierce College negotiated a settlement that allows both Plaintiffs and Pierce College to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of trial and appeals. It also allows Settlement Class members to obtain benefits without further delay. The Representative Plaintiffs and their attorneys believe the settlement is best for all Settlement Class members. The settlement does not mean that Pierce College did anything wrong.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am included in the Settlement?

You are part of this settlement as a Class member if you are an individual residing in the United States to whom Pierce College or its authorized representative sent notice concerning the Data Incident discovered on or about July 24, 2023.

Specifically excluded from the Settlement Class are all persons who are employees, directors, officers, and agents of Pierce College, the Judge assigned to the Action, and that Judge’s immediate family and Court staff.

**Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)**

## **6. What if I am not sure whether I am included in the settlement?**

If you are not sure whether you are included in the settlement, or have any other questions related to the settlement, you may:

1. Call (NUMBER)
2. Email (EMAIL); or
3. Write to:  
(ADDRESS)

Please do not contact the Court with questions.

## **THE SETTLEMENT BENEFITS**

### **7. What does the settlement provide?**

The settlement provides for two types of cash payments and free credit monitoring and identity theft protection services: (i) up to \$500 in reimbursement for documented ordinary out-of-pocket losses and up to 3 hours calculated at \$30 per hour for time reasonably spent responding to the Data Security Incident; (ii) up to \$5,000 in reimbursement for documented extraordinary out-of-pocket losses; and (iii) credit and identity theft monitoring services. You may submit a claim for any of the above-listed remedies. To claim each type of remedy, you must provide information and/or documentation with the Claim Form. If, after all other payments and expenses are paid for out of the Settlement Fund, there remain any funds in the Settlement Fund, any Settlement Class Members who have submitted a claim for any of the other settlement benefits will be paid a *pro rata* share of the residual funds up to \$500 per Settlement Class Member.

Pierce College has also agreed that it has and will continue to undertake certain reasonable steps to enhance the security deployed to secure access to its data network. These steps are delineated in the Settlement Agreement available at [www.\[website\].com](http://www.[website].com).

### **8. What payments are available?**

Ordinary Loss Payment: Class Members are eligible to submit a claim for documented out-of-pocket losses including, for example, lost time, unreimbursed losses relating to fraud or identity theft, unreimbursed costs of credit monitoring incurred between the time of the Data Incident and the time the claim is submitted, and unreimbursed bank fees, postage, or gasoline for travel (“Ordinary Losses”) and time spent remedying issues related to the Data Incident (“Attested Time”), up to \$500 per individual. Specifically, Class Members may claim reimbursement for the following:

- postage, copying, scanning, faxing, mileage and other travel-related charges, parking, notary charges, research charges, cell phone charges (only if charged by the minute), long distance phone charges, data charges (only if charged based on the amount of data used), text message charges (only if charged by the message), bank fees, accountant fees, and attorneys’ fees, all of which must be fairly traceable to the Data Security Incident and must not have been previously reimbursed by a third party; and/or
- up to three (3) hours of time compensated at the rate of \$30 per hour. All such lost time must be fairly traceable to the Data Security Incident, reasonably described by type of lost time incurred, and supported by an attestation that the time spent was reasonably incurred dealing with the Data Security Incident.

**Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)**

Extraordinary Loss Payment: Class Members are eligible to claim up to \$5,000 in reimbursement for monetary loss as a result of actual identity theft if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was fairly traceable to the Data Incident; (iii) the loss occurred during the specified time period; (iv) the loss is not already covered by one or more of the normal reimbursement categories; and (v) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including and not limited to exhaustion of all available credit monitoring insurance and identify theft insurance.

Credit Monitoring and Identity Theft Protection Services: Class Members may also submit a Claim to accept three years of free identity theft and credit monitoring services. The services shall provide three-bureau monitoring and shall include: (1) identity theft insurance (with a \$1,000,000 policy limit); (2) real-time credit monitoring services; and (3) access to fraud resolution agents. Class Members will need to enroll to receive this benefit.

Residual Funds / Pro Rata Reduction. In the event that Compensation for Ordinary Losses, Compensation for Extraordinary Losses, Identity Theft Protection and Credit Monitoring services, Claims Administration Costs, Service Awards to Class Representatives, and Attorney's Fees and Litigation Expenses exceed the Settlement Fund, all class member payments will be reduced on a pro rata basis such that Defendant's maximum amount to be paid does not exceed the non-reversionary Settlement Fund. If Compensation for Ordinary Losses, Compensation for Extraordinary Losses, Identity Theft Protection and Credit Monitoring, Claims Administration Costs, Service Awards to Class Representatives, and the Attorney's Fees and Litigation Expenses Award do not exceed the Settlement Fund, all remaining funds will be distributed to all Settlement Class Members who submitted a Valid Claim, up to an additional \$500 for each claimant.

## HOW TO GET BENEFITS

### 9. How do I get benefits?

To make a claim for payment or identity protection and credit monitoring services from the settlement, you must complete a Claim Form. You may download a copy of the Claim Form at [www.\[website\].com](http://www.[website].com), or you may request one by mail by calling (NUMBER). To complete the Claim Form, please read the instructions carefully, fill out the Claim Form, provide reasonable documentation (where applicable), and submit your Claim online or mail it postmarked no later than **(CLAIM DEADLINE)** to:

(ADDRESS)

### 10. 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 request additional information from any claimant. If the claimant does not timely provide the required information, the Claim will be considered invalid and will not be paid. If the claim is rejected in whole or in part, for any other reason, then the Claims Administrator shall refer the claim to the Representative Plaintiffs, Pierce College, and their counsel for a determination.

## REMAINING IN THE SETTLEMENT

### 11. Do I need to do anything to remain in the settlement?

You do not have to do anything to remain in the settlement, but if you want a payment, you must submit a Claim Form postmarked or submitted online by **[CLAIM DEADLINE]**.

**Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)**



## **12. What am I giving up as part of the settlement?**

By remaining in the settlement, you are agreeing that all of the Court's orders will apply to you, and that you give Pierce College a "Release." A Release means you cannot sue or be part of any other lawsuit against Pierce College about the claims or issues in this lawsuit (relating to the Data Incident), and that you will be bound by the settlement. The specific claims you are giving up against Pierce College and related persons or entities are called "Released Claims." The Released Claims are defined in the Settlement Agreement, which is available on the settlement website at [www.\[website\].com](http://www.[website].com). The Settlement Agreement describes the Released Claims with specific and accurate legal descriptions, so read it carefully.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this settlement, but you want to keep the right to sue Pierce College about issues in this case, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself from – or "opting out" of – the Settlement Class.

### **13. If I exclude myself, can I get a payment from this settlement?**

No. If you exclude yourself, you will not be entitled to any benefits of the settlement. You will also not be bound by any judgment in this case.

### **14. If I do not exclude myself, can I sue Pierce College for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Pierce College 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.

### **15. How do I get out of the settlement?**

To exclude yourself from the settlement, send a letter to the Claims Administrator that says you want to be excluded from the settlement in *McAuley, et al. v. Pierce College District*, No. 23-2-11064-7 (Pierce County, Washington) ("Exclusion Request"). Include your name, address, and signature. You must mail your Exclusion Request postmarked by [EXCLUSION DEADLINE] to:

McAuley v. Pierce College Settlement  
c/o NAME Claims Administrator  
P.O. Box XXXX  
XXXXXX, XX XXXXXX-XXXX

## **THE LAWYERS REPRESENTING YOU**

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

Yes. The Court appointed Timothy W. Emery of Emery Reddy, PLLC, Kaleigh N. Boyd of Tousley Brain Stephens PLLC, M. Anderson Berry of Clayeo C. Arnold, A Professional Corp., Daniel Srourian of Srourian Law Firm, P.C., and Tyler J. Bean of Siri & Glimstad LLP to represent you and other Settlement Class members. These lawyers are called Settlement 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.

**Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)**

**17. How will Settlement Class Counsel be paid?**

If the settlement is approved and becomes final, Settlement Class Counsel will ask the Court to award combined attorneys’ fees and costs in the amount of \$400,000.00. Settlement Class Counsel will also request approval of a service award to each of the Representative Plaintiffs of between \$1,500 and \$4,000. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid separately by Pierce College and will not reduce the amount of total payments available to Settlement Class members.

**OBJECTING TO THE SETTLEMENT**

**18. 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 some part 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 or email copies to Class Counsel and Pierce College’s counsel a written notice stating that you object to the settlement. Your objection must include all of the following information: (i) your full name and address; (ii) the case name and docket number – *Sally McAuley, et al. v. Pierce College District*, Case No. 23-2-11064-7 (Washington State Superior Court for Pierce County); (iii) information identifying yourself as a Settlement Class Member, including proof that you are a Settlement Class Member (e.g., copy of your settlement notice, copy of original notice of the Data Security Incident, or a statement explaining why you believe you are a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable; (v) the identity of any and all counsel representing you in connection with the objection; (vi) a statement whether you or your counsel will appear at the Final Fairness Hearing; and (vii) your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

Your written notice of an objection, in the appropriate form, must be mailed, with a postmark date no later than [DATE], to all of the following:

Class Counsel	Counsel for Pierce College
Timothy W. Emery Emery Reddy, PLLC 600 Stewart Street, Suite 1100 Seattle, WA 98101	Casie D. Collignon Baker & Hostetler, LLP 1801 California Street, Suite 4400 Denver, CO 80202

The Court may elect to hear your oral objection, even if you do not follow the above procedure, at the Final Approval Hearing, however, the Parties reserve the right to challenge the objection of any Settlement Class Member who does not follow the above procedure.

**19. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like the settlement and why you do not think the Court should approve it. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT’S FINAL APPROVAL HEARING**

Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)

**20. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing on DATE at [TIME] in the TBD (which may be held remotely). 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 18). The Court will also decide whether to approve fees and costs to Settlement Class Counsel, and the service award to the Representative Plaintiffs.

**21. Do I have to attend the Final Approval Hearing?**

No. Settlement Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your own expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and served it according to the instructions provided in Question 18, the Court will consider it.

**22. May I speak at the Final Approval Hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file and serve an objection according to the instructions in Question 18, including all the information required.

**IF YOU DO NOTHING**

**23. What happens if I do nothing?**

If you do nothing, you will get no monetary benefits from this settlement. Once the Court grants the settlement Final Approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Pierce College about the legal issues in this case, ever again.

You must exclude yourself from the settlement if you want to retain the right to sue Pierce College for the claims resolved by this settlement.

**GETTING MORE INFORMATION**

**24. How do I get more information?**

This notice is a summary of the proposed settlement. You can find complete details about the settlement in the Settlement Agreement, attached as **Exhibit B** to the “*Declaration of Timothy W. Emery in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement*” filed on \_\_\_\_\_, is available at [www.\[website\].com](http://www.[website].com). You may also:

- 1. Write to:

McAuley v. Pierce College Settlement  
c/o NAME Claims Administrator  
P.O. Box XXXX  
XXXXXX, XX XXXXX-XXXX

- 2. Visit the settlement website at [www.\[website\].com](http://www.[website].com)
- 3. Call the toll-free number (NUMBER)

The address to [INSERT], the courthouse to which this case is assigned, is [INSERT].

**Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)**

**PLEASE DO NOT CALL THE COURT OR THE JUDGE WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

**Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)**

# EXHIBIT C

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

SALLY MCAULEY, et al., individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

PIERCE COLLEGE DISTRICT,

Defendant.

No. 23-2-11064-7

**[PROPOSED] ORDER  
PRELIMINARILY APPROVING  
CLASS ACTION SETTLEMENT**

1 This matter is before the Court on Plaintiffs’ Unopposed Motion for  
2 Preliminary Approval of Class Action Settlement (the “Motion”). Plaintiffs,  
3 individually and on behalf of the proposed Settlement Class, and Defendant Pierce  
4 College District (“Defendant”) have entered into a Settlement Agreement dated  
5 \_\_\_\_\_, 2024 that, if approved, would settle the above-captioned litigation.

6 Having considered the Motion, the Settlement Agreement together with all exhibits  
7 and attachments thereto, the record in this matter, and the briefs and arguments of  
8 counsel, IT IS HEREBY ORDERED as follows:

9 1. Unless otherwise defined herein, all terms that are capitalized herein  
10 shall have the same meanings ascribed to those terms in the Settlement Agreement.

11 2. The Court has jurisdiction over this litigation, Representative Plaintiffs,  
12 Defendant, Settlement Class Members, and any party to any agreement that is part of  
13 or related to the Settlement Agreement.

14 **PRELIMINARY APPROVAL**

15 3. The Court has reviewed the terms of the proposed Settlement  
16 Agreement, the exhibits and attachments thereto, Plaintiffs’ Motion, briefs and  
17 papers, and the declarations of Class Counsel and the Claims Administrator. Based  
18 on its review of these papers, the Court finds that the Settlement Agreement appears  
19 to be the result of serious, informed, non-collusive negotiations. The terms of the  
20 Settlement Agreement fall within the range of possible approval as fair, reasonable,  
21 and adequate.

22 4. The Court therefore GRANTS preliminary approval of the Settlement  
23 Agreement and all of the terms and conditions contained therein.

24 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

25 5. Pursuant to Washington CR 23, the Court preliminarily certifies, for  
26 settlement purposes only, the Class Members defined in the Settlement Agreement  
27 as follows:

28 All individuals residing in the United States to whom Defendant or its  
authorized representative sent a notice concerning the July 2023 Data

1 Security Incident announced by Defendant. Class Members specifically  
2 excludes all persons who directors or officers of Pierce College, the  
3 Judge assigned to the Action, and that Judge’s immediate family and  
4 Court staff.

5 The Settlement Class consists of approximately 160,835 individuals. These  
6 individuals constitute the “Settlement Class” solely for purposes of certifying  
7 a settlement class in this Litigation.

8 6. The Court preliminarily finds that the Settlement Class satisfies the  
9 requirements of Washington law, for settlement purposes, as: (1) the Settlement Class  
10 is so numerous that joinder of all members is impracticable; (2) there are questions  
11 of law or fact common to the Settlement Class; (3) the Representative Plaintiffs’  
12 claims are typical of those of Settlement Class Members; and (4) the Representative  
13 Plaintiffs will fairly and adequately protect the interests of the Settlement Class.

14 7. The Court preliminarily finds that the Settlement Class satisfies the  
15 requirements of Washington law for settlement purposes: (1) the questions of law or  
16 fact common to the Settlement Class predominate over individual questions; and (2)  
17 class action litigation is superior to other available methods for the fair and efficient  
18 adjudication of this controversy.

19 8. The Court hereby appoints Sally McAuley, Amber Cooper, Alex Neigel,  
20 April Perez, Logan Knapp, James Mikita, Robby Luthy, Peter Clement, Mercedes  
21 Freund, Dale Jarrell, Ben McAuley, Karlee Pangis, Ray Shepherd, Jessica Hogan,  
22 Aman Centers, Jessica Bodas, and Dennis Liberatore, as the Representative  
23 Plaintiffs.

24 9. The Court hereby appoints Timothy W. Emery of Emery Reddy, PLLC  
25 as Lead Class Counsel and Kaleigh N. Boyd of Tousley Brain Stephens PLLC, M.  
26 Anderson Berry of Clayeo C. Arnold, A Professional Corp., Daniel Srourian of  
27 Srourian Law Firm, P.C., and Tyler J. Bean of Siri & Glimstad LLP as Additional  
28 Class Counsel (collectively, “Class Counsel” or “Settlement Class Counsel”).





1           14. All Settlement Class Members who do not opt out and exclude  
2 themselves shall be bound by the terms of the Settlement Agreement upon entry of  
3 the Final Approval Order and Judgment.

4           15. Settlement Class Members who wish to object to the Settlement may do  
5 so by filing a written objection to the Court in accordance with the procedures  
6 outlined in the Long Notice, filed or postmarked no later than Date \_\_\_\_\_,  
7 2024 (60 days after the Notice Commencement Date) (the “Objection Date”). Any  
8 Settlement Class Member wishing to object to the Settlement Agreement shall submit  
9 a timely written notice of his or her objection by the Objection Date. Such notice  
10 shall state: (i) the objector’s full name and address; (ii) the case name and docket  
11 number – *Sally McAuley, et al. v. Pierce College District*, Case No. 23-2-11064-7  
12 (Washington State Superior Court for Pierce County); (iii) information identifying  
13 the objector as a Settlement Class Member, including proof that the objector is a  
14 Settlement Class Member (e.g., copy of the objector’s settlement notice, copy of  
15 original notice of the Data Security Incident, or a statement explaining why the  
16 objector believes he or she is a Settlement Class Member); (iv) a written statement  
17 of all grounds for the objection, accompanied by any legal support for the objection  
18 the objector believes applicable; (v) the identity of any and all counsel representing  
19 the objector in connection with the objection; (vi) a statement whether the objector  
20 and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the  
21 objector’s signature or the signature of the objector’s duly authorized attorney or  
22 other duly authorized representative (if any) representing him or her in connection  
23 with the objection. To be timely, written notice of an objection that substantially  
24 complies with ¶7.1(i)-(vii) of the Settlement Agreement must be mailed, with a  
25 postmark date no later than the Objection Date, to Proposed Lead Class Counsel:  
26 Timothy W. Emery of Emery Reddy, PLLC, 600 Stewart Street, Suite 1100, Seattle,  
27 WA 98101; and counsel for Pierce College, Casie Collignon, Baker & Hostetler,  
28 LLP, 1801 California Street, Suite 4400, Denver, CO 80202. For all objections  
mailed to Proposed Lead Class Counsel and counsel for Pierce College, Proposed

1 Settlement Class Counsel will file them with the Court with the Motion for Final  
2 Approval of Settlement.

3 16. Any Settlement Class Member who does not timely submit a written  
4 objection in accordance with these procedures and the procedures detailed in the  
5 notice provided to Settlement Class Members and Settlement Agreement shall be  
6 deemed to have waived any objection, shall not be permitted to object to the  
7 settlement, and shall be precluded from seeking any review of the Settlement  
8 Agreement and/or the Final Approval Order by appeal or other means.

9 **FINAL APPROVAL HEARING**

10 17. The Court will hold a Final Fairness Hearing on Date \_\_\_\_\_, 2024  
11 at [TIME] in TBD (which may be held remotely).

12 18. At the Final Fairness Hearing, the Court will consider whether:  
13 (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should  
14 be finally certified for settlement purposes; (c) a final judgment should be entered;  
15 (d) Class Counsel’s motion for attorneys’ fees and costs should be granted; and (e)  
16 the service award sought for Representative Plaintiffs should be granted.

17 19. The Court reserves the right to continue the date of the Final Approval  
18 Hearing without further notice to Settlement Class Members.

19 **DEADLINES, INJUNCTION & TERMINATION**

Event	Date
Defendant to provide Settlement Class Member data to Claims Administrator	14 days after entry of this Order
Notice Program per Settlement Agreement commences	30 days after entry of this Order
Class Counsel’s Motion for Attorneys’ Fees and Costs and Service Award	14 days prior to the Objection Deadline
Opt-Out and Objection Deadlines	60 days after the Notice Commencement Date
Motion for Final Approval	28 days prior to the Final Approval Hearing
Replies in Support of Motion for Final Approval and Motion for Attorneys’ Fees and Costs and Service Award	14 days prior to the Final Approval Hearing

1 Final Approval Hearing

At the Court's  
convenience at least 125  
days after entry of this  
Order

2  
3  
4 20. All proceedings and deadlines in this matter, except those necessary to  
5 implement this Order and the settlement, are hereby stayed and suspended until  
6 further order of the Court.

7 21. All Settlement Class Members who do not validly opt out and exclude  
8 themselves are hereby enjoined from pursuing or prosecuting any of the Released  
9 Claims as set forth in the Settlement Agreement until further order of the Court.

10 22. In the event that the Settlement Agreement is terminated pursuant to the  
11 terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall  
12 become void, shall have no further force or effect, and shall not be used in the  
13 Litigation or any other proceedings for any purpose other than as may be necessary  
14 to enforce the terms of the Settlement Agreement that survive termination; (b) this  
15 matter will revert to the status that existed before execution of the Settlement  
16 Agreement; and (c) no term or draft of the Settlement Agreement or any part of the  
17 Settling Parties' settlement discussions, negotiations or documentation (including  
18 any briefs filed in support of preliminary or final approval of the settlement) shall (i)  
19 be admissible into evidence for any purpose in this Litigation or in any other action  
20 or proceeding other than as may be necessary to enforce the terms of the Settlement  
21 Agreement that survive termination, (ii) be deemed an admission or concession by  
22 any Settling Party regarding the validity of any of the Released Claims or the  
23 propriety of certifying any class against Defendant, or (iii) be deemed an admission  
24 or concession by any Settling Party regarding the truth or falsity of any facts alleged  
25 in the Litigation or the availability or lack of availability of any defense to the  
26 Released Claims.

27 **IT IS SO ORDERED.**

28 Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. [JUDGE]

# EXHIBIT D

**If Pierce College or its authorized representative sent you notice of the Data Security Incident discovered on or about July 24, 2023, you may be eligible for benefits from a class action settlement.**

**A Washington court has determined that there is sufficient evidence to suggest that this Settlement might be fair, adequate, and reasonable and thereby ordered this notice Any final determination as to these matters will be made at the Final Hearing.**

*This is not a solicitation from a lawyer.*

*Si desea recibir esta notificación en español, llámenos al 1-800-XXX-XXXX.*

**WHAT CAN I GET?** The settlement provides three types of payments and free credit monitoring and identity theft protection to people who submit a valid claim form:

- (1) up to \$500 in reimbursement for documented ordinary out-of-pocket losses and up to 3 hours calculated at \$30 per hour for time reasonably spent responding to the Data Security Incident;
- (2) up to \$5,000 in reimbursement for documented extraordinary out-of-pocket losses;
- (3) credit and identity theft monitoring services; and
- (4) a residual cash payment.

A settlement has been proposed in a class action against Pierce College District (“Pierce College”) in an action arising out of a cyberattack that occurred on July 23, 2023, during which a hacker may have gained access to personally identifiable information (“PII”) stored by Pierce College (the “Data Security Incident”). Pierce College provided notice of the Data Security Incident in September of 2023. The lawsuit was filed asserting claims against Pierce College relating to the Data Security Incident. Pierce College denies the claims.

**WHO IS INCLUDED?** You received this notice because Pierce College’s records show you are a member of the Class. The Class consists of all individuals residing in the United States to whom Defendant or its authorized representative sent a notice concerning the July 2023 Data Security Incident announced by Defendant.

**CLAIM FORM.** You must file a Claim Form to receive payment or other benefit as part of the Settlement. You can file a claim online or download a Claim Form at [www.\[website\].com](http://www.[website].com) and mail it, or you may call 1-800-XXX-XXXX and ask that a Claim Form be mailed to you. The claim deadline is [DATE].

**OTHER OPTIONS.** If you do not want to be legally bound by the settlement, you must exclude yourself by [DATE]. If you want to remain part of the settlement, you may nevertheless object to it by [DATE]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website [www.\[website\].com](http://www.[website].com) or call the toll-free number [TELEPHONE #] for a copy of the more detailed notice. On [DATE] at [TIME], the Court will hold a Final Fairness Hearing to determine whether to approve the settlement, Class Counsel’s request for attorneys’ fees and costs of up to \$400,000, and a service award of between \$1,500 and \$4,000 for each of the Class Representatives. You or your own lawyer, if you have one, may ask to appear and speak at the hearing (which may be held remotely) at your own cost, but it is not required. This notice is a summary. For more information, call or visit the website below.

**Questions? Call 1-800-XXX-XXXX or visit [www.\[website\].com](http://www.[website].com)**

# EXHIBIT 2



## We Help Workers®

600 Stewart Street, Suite 1100  
Seattle, WA 98101  
P: 206.442.9106  
F: 206.441.9711



Since 2005, Emery | Reddy, PLLC has won hundreds of millions of dollars for our clients and amassed numerous awards and recognition for its skilled representation of Washington residents. We focus our practice on consumer and employee class actions, with a particular emphasis on litigating violations of Employment Law, consumer and credit laws, and privacy rights.

Located in the heart of Downtown Seattle, just steps from the courthouse, our firm has successfully represented hundreds of thousands of clients throughout Washington state in individual and class action matters. Firm Lawyers and Paralegals work closely with each client to develop sophisticated and individualized legal strategies designed to secure the best possible outcome. In our view, this commitment to personal attention is the key to producing benchmark results. We consistently exceed expectations by combining intelligence, experience, creativity, and dedication with the greatest possible value. Year after year, firm clients, the legal industry, and the awards community have honored Emery | Reddy with top awards for this dedication and commitment to delivering results.

## Practice Areas

### Employment Law

Emery | Reddy's Attorneys defend the rights of workers in legal claims that involve FMLA, wage disputes, disability and ADA, discrimination, sexual harassment, wage and hour disputes, whistleblower claims, and other workers' rights issues. Every day, we successfully litigate cases against the largest employers in Washington state. As just one example of hundreds of successful litigations, Emery | Reddy won *Frisino v. Seattle School District No. 1*, 160 Wn. App. 765 (2011), cert. denied, 172 Wn.2d 1013 (2011), a landmark Washington disability discrimination case, which interpreted the state's disability accommodation laws in favor of Washington workers.

### Class Actions

Emery | Reddy began its class action focus as regulatory and litigation defense counsel for nationwide companies, including GMAC Mortgage Corp, Credit.com, and Creditrepair.com. Having successfully resolved dozens of national class action matters on behalf of corporations, this firm now represents consumers and workers in Washington and throughout the nation in the areas of:

- Workers' rights violations,
- Consumer protection,
- Securities fraud,
- Environmental damage, and
- Illegal employment practices.

### L&I – Workers' Compensation/Injury Law

Emery | Reddy expertly manages claims for clients injured on the job. Our Attorneys are adept at helping workers gain compensation for medical expenses and lost wages, loss of earning power benefits, retaliatory practices, and permanent partial/permanent total disability awards. Our Lawyers also have a long and successful record of appealing rejected Washington state L&I claims. We regularly practice before the Board of Industrial Insurance Appeals and are well known in the legal community as the firm to call when a Washington worker has a workers' comp or injury issue.



# Meet Our Attorneys



**Timothy W. Emery, Partner**

Timothy W. Emery is a founding member of Emery | Reddy. Tim manages complex litigation in state and federal courts throughout the country. He also accepts class action matters on behalf of Washington workers and consumers whose rights have been violated by corporations.

Prior to returning to plaintiffs' practice, Tim spent nearly a decade managing complex litigation and defending class action matters on behalf of multiple companies in the consumer credit space. He has particular experience litigating a range of federal statutes, including the TCPA, CROA, TSR, FMLA, and TILA.

## Education

J.D., Seattle University School of Law, 2003  
M.B.A, University of Washington, 2013  
B.B.A, Pacific Lutheran University, 1999



**Patrick B. Reddy, Partner**

Patrick B. Reddy is a founding member of Emery | Reddy and litigates workers' compensation and employment matters throughout Washington state. He regularly practices before the Board of Industrial Insurance Appeals, the State Superior Courts, the Court of Appeals, the Supreme Court, and the United States District Courts of Eastern and Western Washington. He was lead trial counsel

in *Frisino v. Seattle School District No. 1*, 160 Wn. App. 765 (2011), cert. denied, 172 Wn.2d 1013 (2011) where the Court required employers to engage in the interactive process of accommodating employees with disabilities, even after some failed attempts at accommodation.

## Education

J.D., Seattle University School of Law, 2003 (cum laude)  
B.A., Boston College, 1999



**Karolina S. Arthur, Attorney at Law**

Karolina S. Arthur is an Attorney at Emery | Reddy. She began her career practicing Intellectual Property Law in the Seattle area and manages our office. Karolina brings her organizational skills, deep knowledge of the legal industry, and eye for career development and training to Emery | Reddy.

## Education

J.D., Seattle University School of Law, 2003 (cum laude)  
B.A., University of Washington, 1999



**Paul Cipriani, Jr., Attorney at Law**

Paul Cipriani, Jr. is an associate at Emery | Reddy who litigates employment matters throughout Washington state. Paul started with Emery | Reddy in 2018 as a member of our intake team, where he became passionate about workers' rights and Employment Law issues.

## Education

J.D., Seattle University School of Law, 2022  
B.S., Oregon State University, 2018



**Brook Garberding, Of Counsel Attorney**

Brook Garberding manages complex litigation and privacy and data class actions. Brook leverages his two decades of corporate experience and broad expertise in compliance and risk management protocols to identify and advocate for the best client outcomes.

## Education

- LL.M. in Taxation, University of Washington School of Law, 2007
- J.D./M.B.A, Seattle University, 2005
- Dual B.S. in Business and Accounting, Central Washington University, 1998

# Counsel Qualifications

Emery | Reddy has been appointed lead counsel in multiple recent class action matters, including the following:

- *Abrego Olea v. Vessel WA Operations, LLC*, No. 22-2-06944-9 (King County Super. Ct.) (appointed class counsel; final approval granted);
- *Carlson v. Pacific Northwest Fondue LLC*, No. 19-2-05401-8 (King County Super. Ct.) (appointed class counsel; final approval granted);
- *Clopp v. Pacific Market Research LLC*, No. 21-2-08738-4 (King County Super. Ct.) (appointed class counsel; final approval granted);
- *Cottingham v. Washington Traffic Control, LLC*, No. 22-2-02152-7 (King County Super. Ct.) (appointed class counsel; pending final approval);
- *Davis v. Jeff, Pat, Chris LLC*, No. 19-2-33832-6 (King County Super. Ct.) (appointed class counsel; final approval granted);
- *Dozier v. Noble Food Group, Inc.*, No. 19-2-01148-29 (Skagit County Super. Ct.) (appointed co-lead class counsel; final approval granted);
- *Garcia v. WA Department of Licensing, et al.*, No. 22-2-05635-5 SEA (King County Super. Ct.) (appointed class counsel, final approval granted);
- *Gegax v. Ann/Judith in Home Caregivers of Western Washington, LLC*, No. 22-2-17728-4 SEA (King County Super. Ct.) (appointed class counsel, final approval granted);
- *Grove v. Cressy Door Company, Inc.*, No. 21-2-09828-9 (King County Super. Ct.) (appointed class counsel; final approval granted);
- *Heard v. Home Express Delivery Service, LLC*, No. 20-2-07098-0 (King County Super. Ct.) (appointed class counsel; final approval granted);
- *Honc v. Pacific Pie, Inc.*, No. 21-2-02653-32 (Spokane County Super. Ct.) (appointed co-lead class counsel; final approval granted);
- *Jens v. Tori Belle Cosmetics, LLC*, No. 22-2-06641-5 (King Cnty. Sup. Ct.) (secured \$9,889,985.51 class judgment for violations of RCW 49.62);
- *Jones v. e-Financial, LLC*, No. 22-2-19385-9 SEA (King County Super. Ct.) (appointed class counsel, final approval granted);
- *Kennedy v. Ginsing, LLC*, No. 20-2-05287-6 (King County Super. Ct.) (appointed class counsel; final approval granted);
- *LaCombe v. USNR, LLC*, No. 23-2-03036-2 (King County Super. Ct.) (appointed class counsel; final approval granted);
- *Maadanian v. Mercedes-Benz USA, LLC*, No. 2:22-cv-00665-RSL (W.D. Wash.) (appointed co-lead class counsel);
- *Moliga v. Vessel WA Operations, LLC*, No. 21-2-09027-0 (King County Super. Ct.) (appointed class counsel; final approval granted);
- *Morgan v. Dealer Tire, LLC et al.*, No. 23-2-15159-5 SEA (King Cnty. Sup. Ct.) (secured \$366,234.66 individual settlement for RCW 49.62 violation);
- *Morey v. Aftermath Services, LLC*, No. 2:21-cv-00885 (W.D. Wash.) (appointed class counsel; final approval granted);
- *Morrow v. Maverick Washington LLC, et al.*, No. 22-2-03653-2 SEA (King County Super. Ct.) (appointed class counsel, final approval granted);
- *Nyannor v. Vessel WA Operations, LLC*, No. 22-2-08233-0 (King County Super. Ct.) (appointed class counsel; final approval granted);
- *Saraceno-Oliveri v. Solgen Power, LLC*, No. 23-2-09228-7 (King County Super. Ct.) (appointed lead counsel; pending final approval);
- *Schneider v. Assurance IQ, LLC*, No. 22-2-15633-3 SEA (King County Super. Ct.) (appointed class counsel, pending final approval);
- *Shipman v. Airport Investment Company, Inc.*, No. 19-2-32386-6 (King County Super. Ct.) (appointed class counsel; final approval granted);
- *Spencer v. City of Mount Vernon*, No. 22-2-00461-29 (Skagit County Super. Ct.) (appointed class counsel; final approval granted);
- *Viveros v. Perfect Blend, LLC*, No. 23-2-05511-0 (King County Super. Ct.) (appointed class counsel; final approval granted);
- *Warren v. Discount Tire, Co. of Washington Inc.*, No. 22-2-10618-8 (Pierce County Super. Ct.) (appointed class counsel; pending final approval); and
- *Yount v. Diamond Parking, Inc.*, No. 23-2-19309-1 (King County Super. Ct.) (appointed class counsel; pending final approval).



## Kind Words from Opposing Counsel

*"Tim is a trusted colleague who always provides the highest level of service to his clients – professional, practical and effective." – Martindale*

*"Tim is able to sort through a lot of information in order to get to the heart of the matter and provide practical business and legal advice." – Martindale*

# EXHIBIT 3

**TOUSLEY BRAIN STEPHENS PLLC** has prosecuted numerous multi-million dollar class actions, including the following representative cases in the areas of data privacy, consumer protection, product liability, and securities.

### **Data Privacy**

- Appointed lead counsel in *In re Premera Blue Cross Customer Data Security Breach Litigation*, multi-district litigation pending in the U.S. District Court for the District of Oregon. The lawsuit alleges that Premera allowed a massive breach of its data systems, permitting hackers access to the personal, medical, and financial information of more than 11 million Premera subscribers and employees. The court approved a \$74 million in compensation and data security enhancement settlement, making it the greatest per capita class recovery in a health care data breach.
- Appointed as co-lead and interim class counsel in *In re Dominion Dental Services USA, Inc. Data Breach Litigation*, in the Eastern District of Virginia. The lawsuit alleged that Dominion Dental Services and other affiliated companies allowed a nine-year long data breach, allowing hackers access to the personal, medical, and financial information of nearly three million individual subscribers. The case settled for monetary relief in excess of \$3 million and injunctive relief valued at approximately \$2,769,500.
- Co-lead counsel in *Garcia v. Washington State Department of Licensing*, Superior Court, King County, Washington. This data breach involved the Department of Licensing's professional licensing system. The court finally approved a \$3.6 million common fund settlement plus injunctive relief.
- Co-lead counsel in *Armon v. Washington State Univ.*, Superior Court, King County, Washington. This data breach case involved a stolen hard drive containing personal

information of over one million individuals. The court approved a \$5.26 million settlement, plus injunctive relief.

- Served on the plaintiffs' steering committee in multi-district litigation to prosecute claims of financial institutions in the *In re The Home Depot, Inc. Customer Data Security Breach Litigation*, No. 14-md-02583 (N.D. Georgia) related to its 2014 data breach. The financial institutions sought to recover losses they incurred in reissuing cancelled credit cards and paying fraud claims. Hon. Thomas W. Thrash, Jr., United States District Court Judge for the Northern District of Georgia, granted final approval to a \$43.5 million settlement to cover financial institution losses, attorneys' fees and costs.
- Appointed class counsel in *Garcia v. Washington State Department of Licensing*, pending in King County Superior Court in Washington, related to a 2021 data breach impacting over half a million Washington professional licensees. The Court granted final approval of a \$3.6 million settlement, plus injunctive relief.

### **Consumer Protection**

- Appointed class counsel in *Gonzalez v. Banner Bank*, representing a class of accountholders who were charged excessive overdraft fees. The court approved a settlement of over \$1,000,000.
- Appointed sole class counsel in *Ikuseghan v. Multicare Health System*, U.S. District Court for the Western District of Washington to represent a nationwide class asserting Telephone Consumer Protection Act (TCPA) claims. In approving the settlement and fee award, the court noted that "class counsel obtained an extraordinarily good result for the class following an arm's-length negotiation. Under the approved settlement, class members will receive as much as they would have received had they successfully litigated their claims under the TCPA. This recovery is significantly superior to other TCPA class action settlements that have been approved in this Circuit." With individual class member recoveries ranging from \$2,500 to over \$19,000 per approved claim, the settlement is believed to be the largest individual class member recovery in any TCPA case.
- As co-lead counsel in *Nelson v. Appleway Chevrolet, Inc.*, Superior Court, Spokane County, Washington (*see also* 160 Wn.2d 173 (2007)), we successfully represented

purchasers of vehicles, parts, and services against certain automobile dealers in Washington who were illegally charging purchasers Business and Occupation tax. The class members received full refunds of all illegally collected taxes in addition to attorneys' fees and costs after the Washington Supreme Court affirmed the trial court judgment.

- As co-lead counsel in *Cole v. Wells Fargo Bank N.A.*, U.S. District Court, Western District of Washington, we successfully settled this case on behalf of a national class of consumers charged excessive fees on their accounts. Class members received full refunds of all excessive fees, together with interest, attorneys' fees and costs. Judge Lasnik, W.D. WA, noted this settlement was an example of the kind of justice class actions could achieve.
- As co-lead counsel in *Michael Spafford, Jr. v. Echostar Communications, Corporation*, U.S. District Court, Western District of Washington, we successfully obtained an injunction on behalf of Washington consumers prohibiting defendant from using automatic dialing and announcing devices to sell satellite television subscriptions and equipment in violation of Washington law.

## **Securities**

- As sole lead class counsel in *Colacurcio, et al. v. Insight Venture Partners VII, L.P., et al.*, we represented a class of investors who sold shares of Smartsheet Inc. stock in a tender offer, alleging defendants failed to disclose material information about the company's plans to conduct an IPO in connection with their offer to buy the plaintiffs' stock. The court granted final approval of a \$26.2 million settlement.
- As sole class counsel in *Johnson v. Amgen Boulder, Inc.*, U.S. District Court, Western District of Washington, we represented a national class that invested approximately \$50 million with the world's largest biotechnology company to fund the development of a genetically engineered molecule. That case settled for payments totaling \$82 million.
- As sole class counsel in *Trimble et al. v. Holmes Harbor Sewer District et al.*, Superior Court, Island County, Washington, we represented a national class of bondholders. We achieved a 100% recovery for investors who had purchased unlawfully issued bonds



through several broker dealers.

- As sole class counsel in *Wolf et al. v. Asiamerica et al.*, U.S. District Court, Western District of Washington, Washington, we represented a national class in a securities fraud action against an international leveraged buy-out corporation. The case settled for approximately 120% of the class's investment, plus attorneys' fees and costs.
- As liaison counsel in *In re Washington Mutual Mortgage-Backed Securities Litigation*, U.S. District Court, Western District of Washington, we represented a class of purchasers of mortgage-backed certificates issued and underwritten by Washington Mutual and related entities. The named Plaintiffs alleged that the defendants violated federal securities laws by misrepresenting the underwriting procedures used to originate the mortgage loan collateral. The case settled for \$26 million.

### **Product Liability**

- Appointed co-lead class counsel in *Glenn v. Hyundai*, U.S. District Court for the Central District of California to represent a nationwide class of people who purchased Hyundai vehicles with panoramic sunroofs. Plaintiffs alleged the sunroofs were prone to spontaneous shattering. The settlement, which significantly extended the sunroof warranty for the class vehicles, provided for free repairs and reimbursed past repair costs, as well as \$200 cash for anyone who experienced sunroof shattering, and a \$1,000 trade in allowance was valued at over \$30 million.
- As co-lead counsel in the *In re Louisiana-Pacific Inner Seal Siding* class action, U.S. District Court, District of Oregon, we initially settled one of the largest product liability class action settlements in the United States for \$275 million. In November 1998, this settlement was augmented by additional commitments for a total of more than \$500 million, over \$240 million of which was paid to Washington residents.
- As co-lead counsel in the *Richison v. American Cemwood Corp.*, Superior Court, San Joaquin County, California, we settled this litigation, related to defective shingles, creating a guaranteed \$105-million settlement fund for a national class in the first phase of litigation. The second phase, against Cemwood's insurers, created an additional \$83-million settlement fund in 2003.

- As co-lead counsel in the *Behr Wood Sealants* settlement, Superior Court, San Joaquin County, California, we created a national settlement fund in 2003 of up to \$107.5 million, plus \$25 million in attorneys' fees.
- As co-lead counsel for the plaintiff class in *Clemans v. New Werner Co, et al.*, U.S. District Court, Western District of Washington, we successfully obtained free replacement ladders for a national class of approximately 300,000 consumers. The class alleged that Werner pull-down attic ladders were unreasonably dangerous because of defective hinges. The settlement was valued at \$48 million dollars.
- Co-counsel for national class of homeowners with allegedly defective roofing shingles in *In re IKO Roofing Shingle Products Liability Litigation*, U.S. District Court, Central District of Illinois; 757 F.3d 599 (7th Cir. 2014). The settled for extended warranties, replacement shingles or cash value of replacement shingles all with an estimated value of \$30 million.
- As co-counsel for a health benefits trust in *Neurontin Marketing Sales Practices and Products Liability Litigation*, MDL 1629, we represented a national class alleging that in an effort to boost profits, Pfizer, Inc. and Warner-Lambert Co. sold the drug Neurontin for uses for which it was neither approved by the U.S. Food and Drug Administration nor medically effective. Pfizer Inc. agreed to pay \$325 million to resolve the class's claim that Pfizer defrauded insurers and other healthcare benefit providers by its off label marketing of Neurontin.
- As co-lead counsel in *Delay v. Hurd Millwork Co.*, Superior Court, Spokane County, Washington, we represented a Western States class of individuals that purchased windows allegedly filled with inert gas. The case settled for \$5.3 million.
- As sole class counsel in *Barrett v. PABCO*, Superior Court, King County, Washington, a national roofing shingles product liability case, we settled the case on an unlimited claims-made basis in 2006. That settlement more than doubled the value of compensation available to homeowners under a Washington State Attorney General Consent Decree, and opened claims to every qualified homeowner in the nation, including those who were not original purchasers of the roofing product.



- As co-lead counsel in *Grays Harbor Christian School v. Carrier Corporation*, U.S. District Court, Western District of Washington, we successfully represented national consumers to whom Carrier allegedly sold defective high efficiency furnaces. The case settled on a national and international basis when Carrier agreed to compensate consumers for past failures and fix the alleged defect for free in the future. Three million consumers were covered under the settlement, which was valued at more than \$300 million.



## **Arnold Law Firm Biography**

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**[justice4you.com](http://justice4you.com)**



Founded in 1975 by Clayeo C. Arnold, the Arnold Law Firm is a litigation-oriented practice with locations in Sacramento and Los Angeles, California. In keeping with its founding principles, our firm consciously works for the interests of individual people and small businesses — not for large corporations or insurance companies.

The Arnold Law Firm prosecutes class action, mass tort, *qui tam*, product defect, employment, and personal injury cases. We pride ourselves on being a practice of trial lawyers, typically trying a minimum of ten cases per year to verdict. In addition to our practice throughout the state of California in both state and federal courts, we also pursue class action, *qui tam* and multi-district litigation claims on a nationwide basis.

Our team of twelve attorneys collectively encompass a broad and diverse professional background, including plaintiff contingency work, public entity representation, criminal defense, and civil defense. We have current and past board members of Capital City Trial Lawyers Association, as well as members of numerous prestigious professional organizations, including the American Board of Trial Advocates, American Association for Justice, Association of Trial Lawyers of America, Sacramento County Bar Association, and Consumer Attorneys of California.

Our firm's operating structure is comprised of multiple teams directed towards specific practice areas. These teams regularly and intentionally collaborate and exchange information between their practice areas to improve the quality of representation for all of our clients.

# EXHIBIT 4



## **Arnold Law Firm Biography**

(continued)

For over four decades the Arnold Law Firm has developed a respected and extensive network of co-counsel and experienced contract counsel to rapidly expand our capabilities as necessary on an *ad hoc* basis (e.g., document review). We employ a robust staff of highly qualified and experienced legal staff including assistants and paralegals to ensure that attorney time is spent in the most efficient manner possible.

The Arnold Law Firm employs technology to increase productivity thereby resulting in more efficient and effective legal representation and driving excellent results on behalf of its clients. Specifically, the firm increases its efficiency by using numerous forms of legal and practice management software including template software, client management software, and secure internet-based client management for mass tort or multi-plaintiff litigation. We also invest in appropriate billing and tracking software for contemporaneous hourly record keeping.

The Arnold Law Firm places substantial value on representing clients in a manner that is both effective and courteous. Integrity with clients, the courts, and adverse counsel are all considered to be as indispensable as successful results.

Our highly accomplished counsel has a long history of successfully handling class actions across a range of industries, including data breach cases.



## M. Anderson Berry Biography



The Arnold Law Firm has a proven track record of success and the ability to work efficiently and cooperatively with others. In addition, our firm has the availability and resources necessary to litigate complex class actions.

### M. Anderson Berry

M. Anderson Berry heads the data breach complex litigation and *qui tam* practices for the Arnold Law Firm. He brings substantial experience in complex litigation matters with a history of litigating in an efficient and practical manner, including as Lead Class Counsel, Co-Lead Class Counsel, and as a member of numerous Plaintiffs' Executive Committees.

Mr. Berry has an extensive background in privacy and consumer/government fraud litigation, actively participating in a currently sealed False Claims Act case involving widespread cybersecurity fraud upon the United States, and the class action litigations filed in federal and state courts across the nation, set out below.

Before joining the Arnold Law Firm in 2017, Mr. Berry worked as an Assistant United States Attorney for the Eastern District of California. As part of the Affirmative Civil Enforcement unit, Mr. Berry handled a wide variety of complex cases and recovered millions of dollars for the United States.

Before working for the Department of Justice, Mr. Berry practiced at one of the world's largest law firms, Jones Day, where he represented clients in international arbitration and complex commercial litigation, including defending class action allegations.

Mr. Berry was first selected as the Northern California Super Lawyers Rising Star in 2015 in the field of complex civil litigation.



## M. Anderson Berry Biography

(continued)

Mr. Berry attended the University of California, Berkeley, where he majored in English and graduated with highest honors. Mr. Berry was inducted into the Phi Beta Kappa Honor Society and served as President of the English Undergraduate Associate.

After working as a private investigator for both criminal and civil investigations in the San Francisco Bay Area, Anderson graduated from U.C. Berkeley School of Law, where he was a Senior Editor for both the *Berkeley Journal of Criminal Law* and *Berkeley Journal of International Law*.

He was admitted to the California Bar in 2009 and is admitted to practice in the Northern, Eastern, Southern and Central Districts of California. Mr. Berry is also admitted to practice in the Northern District of Illinois, the Eastern District of Michigan, the Northern and Southern Districts of Indiana, the Districts of Colorado and Nebraska, and the Fourth and Ninth Circuit Courts of Appeals.

Mr. Berry was raised in Moraga, California and now lives in Fair Oaks, California, with his wife and three young sons.

### Select Data Breach Cases

*In re: Fred Hutchinson Cancer Center Data Breach Litig.*, 23-2-24266-1 SEA (Wash Super, King) (**Co-Lead Counsel**);

*In Re: Entertainment Partners Data Breach Litigation*, 2:23-cv-06546-CAS (C.D. Ca.) (**Co-Lead Counsel**)

*In Re: Snap Finance Data Breach*, 2:22-cv-00761-TS-JCB (D.UT.) (**Co-Lead Counsel**) (settled)

*Ware v. San Geronio Memorial Hosp.*, CVR12301216 (Cal Super, Riverside) (**Co-Lead Counsel**)

*In Re: Overby-Seawell Co. Customer Data Security Breach Lit.*, 1:23-md-03056-SDG (N.D. Ga.) (**Co-Lead Counsel**);

*Holmes v. Elephant Insurance Company, et al.*, 3:22-cv-00487-JAG (E.D. VA.) (**Co-Lead Counsel**);

*In Re: Arthur J. Gallagher Data Breach Litigation*, 1:21-cv-04056 (N.D.Ill.) (**Co-Lead Counsel**);



## M. Anderson Berry Biography

(continued)

*Petimat Dudurkaewa et al. v. Midfirst Bank et al.*, 5:23-cv-00817-R (W.D. Ok.) (**Executive Comm.**);

*In Re: CaptureRx Data Breach Litigation*, 5:21-cv-00523

(W.D.TX.)(**Co-Lead Counsel**) (settled);

*Rossi v. Claire's Stores*, 1:20-cv-05090 (N.D. Ill.) (**Co-Lead Counsel**) (settled);

*Desue v. 20/20 Eye Care Network, Inc. et al.*, 0:21-cv-61275 (S.D. Fla.) (**Executive Comm.**);

*In re: Mednax Services, Inc. Customer Data Security Breach Litigation*, 21-MD-02994 (S.D. Fl.) (**Executive Comm.**);

*Bowdle v. King's Seafood Co. LLC*, 8:21-cv-01784-CJC-JDE, (C.D. Cal.) (Class Counsel) (settled);

*Hashemi et al. v. Bosley, Inc.* 2:21-cv-00946 (C.D. Cal.) (Class Counsel) (settled);

*Heath et al. v. Insurance Technologies Corp et al.*, 3:21-cv-01444 (N.D. Tex.) (Class Counsel) (settled);

*Carrera Aguallo et al. v. Kemper Corporation et al.*, 1:21-cv-01883 (N.D. Ill.) (Class Counsel) (settled);

*Ahn et al. v. Herff Jones, LLC*, 1:21-cv-01381 (S.D. Ind.) (settled);

*Bitmouni v. Paysafe Limited*, 3:21-cv-00641-JCS (N.D. Cal.) (Class Counsel) (settled);

*Gaston v. FabFitFun, Inc.*, 2:20-cv-09534 (C.D. Cal.) (Class Counsel) (settled);

*In Re: Ambry Genetics Data Breach Litigation*, 8:20-cv-00791 (C.D. Cal.) (settled);

*In Re: Morgan Stanley Data Security Litigation*, 1:20-cv-05914 (S.D.N.Y.) (settled);

*Pfeiffer et al. v. RadNet, Inc.*, 2:20-cv-09553-RGK-SK (C.D. Cal.)(Class Counsel) (settled);

*Thomsen v. Morley Companies, Inc.*, 1:22-cv-10271-TLL (E.D. Mi.) (settled);

*In re Lakeview Loan Servicing Data Breach Litigation*, 1:22-cv-20955-DPG (S.D. Fl.);



## Gregory Haroutunian Biography



### Gregory Haroutunian

Gregory Haroutunian is the Senior Associate and of the data breach complex litigation and *qui tam* practices for the Arnold Law Firm. He brings substantial experience in complex litigation matters with a history of litigating in an efficient and practical manner.

Mr. Haroutunian has an extensive background in complex litigation, privacy and consumer/government fraud litigation, actively participating in a currently sealed False Claims Act case involving widespread cybersecurity fraud upon the United States, and the class action litigations filed in federal courts across the nation, set out below.

Before joining the Arnold Law Firm in 2021, Mr. Haroutunian worked in diverse practices across the nation including litigating dozens of products liability medical device cases in state and federal courts throughout the country and employment and construction related complex class-action and surety bond litigations involving multi-million dollar settlements throughout New York and New Jersey.

Mr. Haroutunian attended Columbia College, Columbia University, where he majored in Political Science and served with the New York State Senate Minority Leader's Office.

After working as a paralegal for a small general litigation and elder law firm in New York City, Gregory attended the Georgetown University Law Center where he graduated *cum laude*. While at Georgetown Gregory held a year-long judicial internship under Chief Administrative Law Judge Ronnie A. Yoder of the United States Department of Transportation and served as a legal intern at the National Whistleblowers' Center and the firm Kohn, Kohn, & Colapinto where he had his first experiences in *qui tam* and fraud cases.

Work that Mr. Haroutunian did at Georgetown comparing and analyzing aviation regulations was subsequently published in the Law Journal of the Pacific.





## Gregory Haroutunian Biography (cont.)

He was admitted to the New Jersey and New York Bars in 2013 and the California Bar in 2020 and is admitted to practice in the Northern, Eastern, Southern, and Central Districts of California, the Southern and Northern Districts of New York, and the District of New Jersey. Mr. Haroutunian is also admitted to practice in the Southern and Northern Districts of Indiana and the District of Colorado.

Mr. Haroutunian has been separately appointed Lead Counsel or Class Counsel in the following matters:

*Benavides v. HopSkipDrive, Inc.*, No. 23STCV31729 (Cal. Super. Los Angeles) (Lead Counsel);

*Ishaq v. F21OpCo LLC*, 2:23-cv-07390-MEMF-AGR (C.D. Cal.) (Lead Counsel);

*Bitmouni v. Paysafe Payment Processing Solutions, LLC*, No. 3:21-cv-00641-JCS (N.D. Cal.) (Class Counsel);

*In re: Ethos Technologies Inc. Data Breach Litig.*, No. 3:22-cv-09203-SK (N.D. Cal.) (Class Counsel);

*In re: Blackhawk Network Data Breach Litig.*, No. 3:22-cv-07084-CRB (N.D. Cal.) (Class Counsel);

*Franchi v. Barlow Respiratory Hospital*, No. 22STCV09016 (Cal. Super. Los Angeles) (Class Counsel);

*Parker v. Metromile, LLC*, No. 27-2022-000-49770-CU-BT-CTL (Cal. Super. San Diego) (Class Counsel).

*Gilbert et al. v. BioPlus Specialty Pharmacy Services, LLC*, Case No. 6:21-cv-02158-RBD-DCI (M.D. Fla.) (Class Counsel)

Mr. Haroutunian was raised in Montvale, New Jersey.

# EXHIBIT 5



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**OUR FIRM**

Based in Los Angeles, Srourian Law Firm, P.C. handles complex civil and employment matters with an emphasis on data privacy, wage and hour, and employment matters.

Lead attorney Daniel Srourian, Esq. began the firm in 2013 exclusively litigating class actions on behalf of employees and consumers across the country, having recovered over \$25 million as lead counsel on over 100 class action lawsuits to date. Mr. Srourian has also obtained two multi-million dollar verdicts in the two cases he has tried to a jury, including the 50th largest jury trial verdict in the State of California in 2016.

Mr. Srourian has been named a Rising Star by Super Lawyers Magazine for eight consecutive years. He currently serves as counsel of record in over 40 pending data breach class action suits.

**REPRESENTATIVE AND NOTABLE CLASS ACTION CASES**

**Guerrero v. Ruth's Chris Hospitality Group, et al.**, Riverside County Superior Court. Class action on behalf of over 3,000 employees of a national restaurant for unpaid minimum and overtime wages, meal and rest break premiums, and associated penalties under California law. Case settled in 2022 for \$6,000,000.00 with Preliminary Approval pending.

**McLemore v. Nautilus Hyosung America, Inc.**, United States District Court, Central District of California, Class action seeking minimum wage and overtime compensation for on-call time, break premiums, wage statement penalties, among other penalties, for engineers employed by defendant throughout the country. Plaintiffs' counsel. Case settled in 2018 for \$3,000,000, with Final Approval granted and no objections filed.

**Guerrero v. Chefs' Toys LLC**, Orange County Superior Court. Class action seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for hotel staff employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2021 for \$1,100,000.00 with Preliminary Approval pending.

**Zamudio v. Letter Ride Inc.**, Plaintiffs' counsel in class action in San Diego Superior Court seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for delivery drivers employed by defendant in the State of California. Case settled in 2019 for \$1,000,000.00 with Final Approval granted and no objections filed.

**Manoukian v. John Bean Technologies**, United States District Court, Central District of California, Class action seeking minimum wage and overtime compensation, break premiums, wage statement penalties, among other penalties, for non-exempt employees employed by defendant throughout the State of California. Plaintiffs' counsel. Case settled in 2018 for \$987,500, with Final Approval granted and no objections filed.

**Medlock v. MedMen Dispensary**, Orange County Superior Court. Class action seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for hotel staff employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2020 for \$975,000.00 with Final Approval granted and no objections filed.

**Mayca v. DHL**, Los Angeles County Superior Court. Class action seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for hotel staff employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2019 for \$945,000.00 with Final Approval granted and no objections filed.

**Sylvester v. Starwood Inc.**, Los Angeles Superior Court. Class action seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for hotel staff employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2015 for \$875,000, with Final Approval granted and no objections filed.

**Patterson v. LA Leasing Inc.**, San Diego Superior Court, Class action seeking minimum wage and overtime compensation, break premiums, wage statement penalties, among other penalties, for employees employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2018 for \$425,000, with Preliminary Approval granted and Final Approval pending.

**Sears v. AlliedBarton**, San Bernardino Superior Court, Class action seeking reimbursement of necessary business expenditures, among other penalties, for employees employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2018 for \$425,000, with Preliminary Approval granted and Final Approval pending.

**Prado v. Sand and Sea Inc.**, Plaintiffs' counsel in pending class action in Los Angeles Superior Court seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for front of house/back of house staff employed by defendant in the State of California. Case settled in 2019 for \$500,000.00 with Final Approval granted and no objections filed.

# EXHIBIT 6

# Siri | Glimstad

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FIRM RESUME



# Class Action Practice Group

With attorneys across the country, Siri & Glimstad LLP represents clients from coast to coast in class actions and mass torts in state and federal courts. Utilizing decades of experience at major global law firms, we tackle each dispute with a sophisticated, strategic approach, and we fight hard for every one of our clients.

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New Mexico • New York • North Carolina • North Dakota • Oklahoma • Pennsylvania  
South Carolina • Tennessee • Texas • Virginia

# Attorney Profiles

## Aaron Siri

### *Managing Partner*

Aaron Siri is the Managing Partner of Siri & Glimstad LLP and has extensive experience in a wide range of complex civil litigation matters, with a focus on civil rights, class actions, and commercial litigation.

Mr. Siri has successfully litigated numerous civil rights cases, prosecuted class actions against large corporations resulting in payments to hundreds of thousands of Americans, and has acted as counsel to clients in multiple commercial disputes exceeding one billion dollars, including regarding Oracle Team's challenge for the America's Cup and the collapse of the World Trade Center.



Prior to founding Siri & Glimstad, Mr. Siri was a litigation attorney at Latham & Watkins for over five years. Before Latham, Mr. Siri clerked for the Chief Justice of the Supreme Court of Israel from 2004-2005 where he advised the Chief Justice of relevant American, English (including Commonwealth Countries), and International Law precedents for cases of first impression.

Mr. Siri has also been involved in various pro-bono matters, including representation of asylum applicants, housing discrimination victims, and non-profit organizations in tenant-landlord disputes, as well as being chosen as a Frank C. Newman delegate to present a paper he authored before the United Nations Human Rights Sub-Commission.

Mr. Siri earned his law degree at the University of California, Berkeley School of Law where he received four Prosser Prizes and ten High Honors. He was also the Editor-in-Chief and founder of the Berkeley Business Law Journal, which he developed into a nationally recognized publication, and was ranked as the leading commercial law journal in the country.

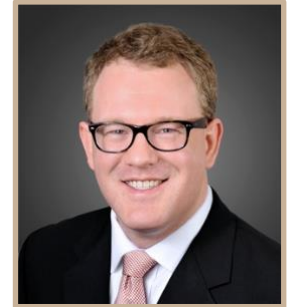
Prior to law school, Mr. Siri was an auditor at Arthur Andersen LLP, where he examined internal controls and audited corporate documents for private and public micro-cap technology companies. Mr. Siri is a Certified Public Accountant and an attorney admitted in federal and state courts across the country.

Mr. Siri is regularly interviewed on national television for his expertise regarding certain legal issues. He has also been published in the Washington Post, Stat News, and Bloomberg.

## Mason A. Barney

Partner

Mason A. Barney is an experienced trial attorney who for nineteen years has represented both individuals and corporations in complex litigations. Mr. Barney received his J.D., *summa cum laude* from Brooklyn Law School, in 2005, where he graduated second in his class of nearly 500 students, and received numerous academic honors, in addition to being an editor on the Brooklyn Law Review. He then served as a law clerk to the Honorable Judge David G. Trager in the U.S. District Court for the Eastern District of New York. After clerking, he joined the litigation department at Latham & Watkins LLP, and later joined Olshan Frome Wolosky LLP a large established New York City law firm. Before law school, Mr. Barney earned his B.A. from Bowdoin College, where he double majored in Computer Science and Studio Art, and after college he served as a lead database developer for three years at a successful Internet start-up in Washington D.C.



Mr. Barney focuses his practice on class actions and representing individuals in complex litigations. In this practice he has won tens of millions of dollars for his clients. Among other matters, Mr. Barney has fought to stop companies from illegally spamming consumers with unwanted phone calls, has worked to stop companies from illegally obtaining their customers' biometric information (e.g., facial scans and fingerprints), and obtained recovery for numerous victims of data breaches. Mr. Barney has also served as counsel of record for numerous lawsuits involving alleged violations of the Illinois Genetic Information Privacy Act, successfully opposing dispositive motions and defeating improperly raised affirmative defenses.

Mr. Barney is recognized by the New York Legal Aid Society for his outstanding pro bono work representing indigent individuals in matters concerning prisoners' rights, immigration, and special education.

Mr. Barney has published a number of articles concerning a variety of legal issues. These include authoring or co-authoring: *The FBI vs. Apple: What Does the Law Actually Say?*, Inc. Magazine (February 2016); *Can Lawyers Be Compelled to Produce Data They Compile? An Emerging Front in the Trenches of e-Discovery Battles*, Bloomberg BNA (May 2015); *Legal Landscape for Cybersecurity Risk is Changing as Federal Government and SEC Take Action*, Inside Counsel Magazine (May 2015); *Tellabs v. Makor, One Year Later*, Securities Law 360 (July 2008); *Not as Bad as We Thought: The Legacy of Geier v. American Honda Motor Co. in Product Liability Actions*, 70 Brooklyn L. Rev. 949 (Spring 2005). Mr. Barney serves as an adjunct professor at Brooklyn College in New York, teaching Education Law in its graduate studies program, and separately has presented continuing legal education instruction regarding the Foreign Corrupt Practices Act.



## Elizabeth Brehm

### Partner

Elizabeth Brehm graduated from Boston University with a Bachelor of Science and earned her master's degree from Long Island University at C.W. Post. She attended Hofstra Law School and obtained a Juris Doctorate, graduating *magna cum laude*, in 2008.

After law school, Ms. Brehm spent a year at Winston & Strawn LLP where she focused on products liability litigation. For nine years prior to joining Siri & Glimstad, Ms. Brehm worked for a New York law firm where she focused on antitrust class action lawsuits, health care fraud, and qui tam and whistleblower litigations.

Ms. Brehm has been an attorney at Siri & Glimstad for over two years and has handled numerous complex litigation matters, including class action matters.

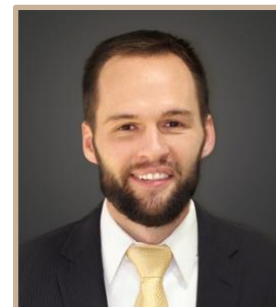


## Walker Moller

### Partner

Before law school, Walker Moller worked and volunteered for three years in 15 countries throughout Southeast Asia, Oceania, and Africa. While at Mississippi College School of Law, Walker clerked at the Mississippi Supreme Court and was on the Law Review. He graduated *summa cum laude* in 2014 and earned the highest grade in eight courses. After graduation, Walker clerked for a federal judge at the United States District Court, Western District of Louisiana, where he gained exposure to a large volume of employment discrimination matters, products liability cases, and constitutional litigation.

Walker then worked for the U.S. Army Corps of Engineers from 2015 to 2021, where his practice focused on federal contracts and civil litigation in various administrative courts. Immediately before joining Siri & Glimstad, Walker achieved full dismissal of a lawsuit against the Corps of Engineers that implicated \$68M worth of federal contracts.



## Lisa Considine

### *Partner*

Lisa R. Considine is counsel at Siri & Glimstad LLP and has broad litigation experience, having successfully litigated various class action cases involving violations of State and Federal consumer protection laws, including representing consumers against many of the world's largest companies.



Ms. Considine graduated from Rutgers College with a Bachelor of Arts and attended Seton Hall University School of Law and obtained her J.D., with Honors, in 2004.

Prior to joining Siri & Glimstad, Ms. Considine was a founding member of her own practice that focused exclusively on consumer class actions and individual matters against major auto rental companies, banks, mortgage lenders, auto finance companies, payday lenders and other consumer finance companies in litigation involving the Consumer Fraud Act, Electronic Fund Transfer Act, Truth in Lending Act, Real Estate Settlement Procedures Act, Fair Credit Reporting Act, Fair and Accurate Credit Transaction Act, Truth-in-Consumer Contract, Warranty and Notice Act, predatory lending, loan origination and servicing, banking operations and consumer fraud claims.

Ms. Considine serves on the Board of Directors of the Consumer League of New Jersey and is also Co-Chair of the New Jersey State Bar Association's Class Actions Special Committee. Ms. Considine also serves at the pleasure of the New Jersey Supreme Court on the District IIB Ethics Committee and is President of the Worrall F. Mountain Inn of Court. Ms. Considine is a member of the National Association of Consumer Advocates, the Complex Litigation e-Discovery Form (CLEF), and the New Jersey State Bar Association's Consumer Protection Committee.

## David DiSabato

### *Partner*

David J. DiSabato is counsel at Siri & Glimstad LLP and focuses his practice on complex class actions and consumer protection law. With over two decades of class action experience, Mr. DiSabato has led successful class actions against many of the country's largest financial institutions, retailers, service providers and employers. In addition, Mr. DiSabato has extensive experience handling patients' rights class actions and civil rights claims. Mr. DiSabato has also represented dozens of individuals in Illinois for class actions alleging violations of the Illinois Genetic Information



Privacy Act. As counsel of record, he has secured multiple victories in state and federal court by successfully opposing motions to dismiss and defeating improperly raised affirmative defenses.

Mr. DiSabato graduated from Tufts University and received his J.D. from Boston University School of Law. Named to the New Jersey Super Lawyers List in 2022 and 2023, Mr. DiSabato is the New Jersey Chair of the National Association of Consumer Advocates and sits on NACA's Judicial Nominations Committee. He also is a member of both the American Association for Justice and the New Jersey Association for Justice (Civil Rights Committee), and sits on the Board of Directors of the Consumer League of New Jersey, where he serves as the Director of Litigation. Mr. DiSabato is also a member of the Class Actions Special Committee and the Consumer Protection Law Committee of the New Jersey State Bar Association, as well as the Complex Litigation e-Discovery Forum (CLEF). He also serves as the Vice Chair of the Land Use Board of the Borough of Peapack and Gladstone.

In addition, Mr. DiSabato regularly lobbies in both Washington D.C. and Trenton, New Jersey on consumer issues such as predatory lending, manufactured housing and forced arbitration, and is a frequent speaker on Constitutional issues, class action practice and consumer rights.

Prior to joining Siri & Glimstad, Mr. DiSabato was a founding member of his own practice where he represented consumers, workers, tenants, patients and other individuals in complex class actions.

## **Tyler J. Bean**

*Attorney*

Tyler J. Bean graduated from the University of Oklahoma's Michael F. Price College of Business in 2015 and obtained a Juris Doctorate from the University of Oklahoma in 2019, where he served as editor for the Oil and Gas, Natural Resources, and Energy Law Review Journal. Mr. Bean also received numerous academic honors as a law student, including being named to the Faculty Honor Roll and Dean's List.

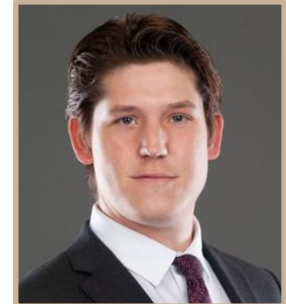


After graduating law school and serving as in-house counsel for a large, multi-billion-dollar retail organization, Mr. Bean turned his focus to complex civil litigation and consumer class actions, with a particular emphasis on data breach and privacy matters. He has years of experience as a data breach and privacy lawyer, having played a significant role as class counsel in successfully litigating numerous data breach and privacy class actions from inception through discovery and court approved settlements, recovering millions of dollars for hundreds of thousands of consumers, patients, students, and employees across the country who have been victims of negligent data security and privacy practices.

## Kyle McLean

### Attorney

Kyle McLean obtained his J.D. in 2019 from the University of California, Hastings College of the Law, with an emphasis in Civil Litigation and Alternative Dispute Resolution. He was selected to participate in the Hastings Appellate Program, where he was one of only two students chosen to represent a pro bono client before the Ninth Circuit Court of Appeals and deliver oral and written argument before the Court. He received his B.A. in History and Economics from California Polytechnic University, Pomona in 2015. Prior to joining Siri & Glimstad, Mr. McLean defended a wide variety of complex civil matters.



Mr. McLean presently represents individuals in complex class action privacy litigations, including claims for illegally spamming consumers with unwanted telephone advertisements, unlawful requests for employees' genetic information (e.g., family medical history), and numerous victims of data breaches. Mr. McLean has served as counsel in approximately 40 cases alleging violations of the Illinois Genetic Information Privacy Act, through which Siri & Glimstad has successfully opposed several motions to dismiss, including *Taylor, et al. v. Union Pacific Railroad Company*, No. 23-cv-16404 (N.D. Ill.), *Williams v. The Peoples Gas Light and Coke Company*, No. 2023-CH-08058 (Cir. Ct. of Cook Cty.), *Basden v. OSF Healthcare System, et al.*, No. 2023-CH-07646 (Cir. Ct. of Cook Cty.), and *Henry v. The Segerdahl LLC*, No. 2023-CH-09167 (Cir. Ct. of Cook Cty.). He has also prevailed on multiple motions to strike the affirmative defenses raised in response to the allegations of the complaints in these matters.

## Oren Faircloth

### Attorney

Oren Faircloth graduated from McGill University in 2009 with a Bachelor of Arts degree in Political Science. Before attending law school, he served in the armed forces from 2010 to 2011. Mr. Faircloth graduated from Quinnipiac University School of Law, *magna cum laude*, in 2016.

Prior to joining Siri & Glimstad, Mr. Faircloth worked for a boutique law firm where he spearheaded ERISA class action lawsuits against Fortune 500 companies, including: Huntington Ingalls, Rockwell Automation, Raytheon, UPS, U.S. Bancorp, Delta Air Lines, and Sprint. Mr. Faircloth was involved in the prosecution of numerous successful class actions in which over \$100 million dollars have been recovered for tens of thousands of employees around the country. In 2022, Mr. Faircloth was recognized by Super Lawyers magazine as a Rising Star in the field of class action.



Mr. Faircloth focuses his practice on class actions and representing individuals in complex litigations. He presently represents individuals who have been denied reimbursement for work-related expenses from their employers, denied sufficient lactation accommodations in the workplace, and denied actuarially equivalent pension benefits. Mr. Faircloth has also represented several individuals on a pro bono basis, negotiating favorable settlements for violations of their constitutional rights.

## Wendy Cox

### Attorney

Prior to joining Siri & Glimstad, Ms. Cox served for 21 years in the United States Army as an Army Nurse Corps officer and as an Army Judge Advocate. As a nurse corps officer, Ms. Cox worked in several clinical settings to include a pediatric unit, a specialty surgical unit, and an orthopedic surgical unit. During her last year as an Army Nurse Corps officer, she taught Army medics in basic life-saving skills before being selected by the Army to attend law school. After graduating law school in 2005, Ms. Cox prosecuted soldiers, advised on operational law issues, taught Constitutional Law at West Point, and advised senior leaders on a variety of legal issues. Following her retirement from the United States Army in 2018, she went on to continue serving soldiers as an attorney for the Office of Soldiers' Counsel.

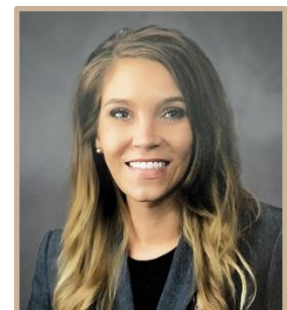


Wendy Cox graduated *cum laude* from the State University at Buffalo Law School in New York and *summa cum laude* from Norwich University with a Bachelor of Science in Nursing. She went on to get her Master of Laws (L.L.M.) degree in Military Law in 2008.

## Catherine Cline

### Attorney

Catherine Cline has extensive experience in a wide range of civil law, including constitutional, administrative, employment, and election law. Prior to joining Siri & Glimstad, Ms. Cline served as a judicial law clerk for judges in the U.S. District Court for the Middle District of Pennsylvania, the Commonwealth Court of Pennsylvania, and the Supreme Court of Pennsylvania.



Ms. Cline attended law school on a full tuition scholarship, during which time she served as the Editor-in-Chief of the law review and as intern for a U.S. District Court Judge in the Middle District of Florida. Before attending law school, Ms. Cline received her Bachelor of Arts in Economics with a Minor in Business and the Liberal Arts from Penn State University and worked in the Tax Credit Division of the Pennsylvania Department of Community and Economic Development.



## Dana Smith

### Attorney

Dana Smith is a seasoned litigator. Prior to joining Siri & Glimstad, Ms. Smith focused most of her legal career on personal injury litigation, including representing individuals harmed due to corporate negligence. Ms. Smith is also experienced in various domestic areas of practice, including divorce, high-conflict custody disputes, and child welfare law.

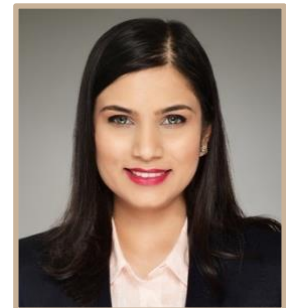
Ms. Smith graduated *cum laude* from the North Carolina Central University School of Law. Additionally, she received her Bachelor of Arts in Romance Languages from the University of North Carolina at Chapel Hill.



## Sonal Jain

### Attorney

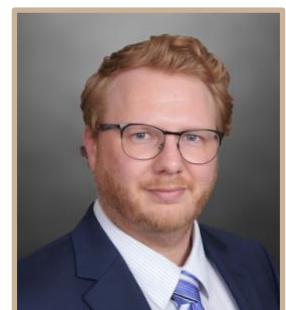
Sonal Jain has experience in complex commercial litigations as well as class actions. Ms. Jain graduated from the New York University School of Law with an LLM in International Business Regulation, Litigation and Arbitration in 2020 where she gained experience with international dispute resolution. She received her first degree in law (B.A. LL.B.) from ILS Law College, Pune, a prime legal education institution in India. Prior to joining Siri & Glimstad, Ms. Jain held various internships with top-tier law firms in India where she specialized in complex dispute resolution ranging from consumer and corporate litigation to domestic arbitrations.



## Jack Spitz

### Attorney

Jack R. Spitz is a graduate of Rutgers School of Law where he was a member of the Rutgers Law Record Journal and interned with the Essex County Public Defender's Office. Following law school, he served as Law Clerk for two judges at the Middlesex County Superior Court in New Brunswick, New Jersey. Subsequently, Mr. Spitz defended a wide variety of personal injury and property damage matters, as well as represented Plaintiffs in employment litigation matters. Prior to law school, Mr. Spitz graduated from Clemson University in South Carolina.



## Gabrielle Williams

### *Attorney*

Ms. Williams obtained her J.D. from the University of Maryland Francis King Carey School of Law. During her time in law school, she represented clients in state court through the Justice for Victims of Crime Clinical Law Program. She also served as an Associate Editor on the Journal of Healthcare Law and Policy, Executive Board Member of the Black Law Students Association, and Class Representative for the Student Bar Association. Prior to joining Siri and Glimstad, Ms. Williams served as a Judicial Law Clerk on the Appellate Court of Maryland.



## Neil Williams

### *Attorney*

With a robust background in data breach litigation, Mr. Williams is a seasoned legal professional dedicated to protecting the interests of clients in the digital age. Leveraging his extensive experience in cybersecurity law and privacy regulations, he has successfully represented numerous individuals in complex data breach cases. Mr. Williams meticulously navigates the intricate legal landscape surrounding data breaches, providing strategic counsel and vigorous advocacy to achieve favorable outcomes for his clients.



Mr. Williams received his J.D. from Charleston School of Law, where he was awarded CALI Awards on two occasions for the top grade in his class. He also worked alongside several South Carolina Pro Bono Services to ensure that competent legal representation was reaching the most at need populations in the area. Mr. Williams received his undergraduate degree from the University of South Carolina



## Notable Class Actions Handled By Siri & Glimstad LLP

### **Buchanan v. Sirius XM Radio, Inc.**

Case No. 3:17-cv-00728 (N.D. Tex.)

Appointed co-lead class counsel in a case alleging violations of the TCPA, which resulted in a settlement of \$25,000,000, plus free satellite radio service, to a class of 14.4 million members.

### **Thomas v. Dun & Bradstreet Credibility Corp.**

Case No. 15-cv-3194 (S.D. Cal.)

Appointed co-lead class counsel in a case alleging violations of the TCPA which resulted in a settlement of \$10,500,000.

### **Gatto v. Sentry Services, Inc., et al.**

Case No. 13 CIV 05721 (S.D. N.Y.)

Appointed co-lead class counsel in a case involving ERISA claims relating to an ESOP which resulted in a settlement of \$11,138,938.

### **Kindle v. Dejana**

Case No. 14-cv-06784 (E.D. N.Y.)

Appointed co-lead trial counsel for plaintiffs in an ERISA matter filed as a class action involving breaches of fiduciary duty related to the management and termination of an ESOP, which settled after the beginning of trial for \$1,080,000 for the class.

### **MacNaughton v. Young Living Essential Oils, LC,**

67 F.4th 89 (2d Cir. 2023)

Successfully reversed motion to dismiss, creating a significant precedent regarding the definition of “puffery” in N.Y. false advertising cases.

### **MacNaughton v. Young Living Essential Oils, LC,**

Case No. 24LA0329 (Cir. Ct. Ill.)

Received final approval of settlement in false advertising class action valued at \$10,000,000.

### **California Pizza Kitchen Data Breach Litigation**

Case No. 8:21-cv-01928 (C.D. Cal.)

Appointed co-lead class counsel for plaintiffs in a data breach class action where the district court granted final approval to a settlement that provided \$2,100,000 in value to over 100,000 class members, subject to current appeal.





**Carter, et al. v. Vivendi Ticketing US LLC d/b/a See Tickets**

Case No. 8:22-cv-01981 (C.D. Cal.)

Final approval granted, appointing firm as sole class counsel, in a data breach class action settlement involving 437,310 class members and a \$3,000,000 non-reversionary settlement fund.

**Armstrong et al. v. Gas South, LLC**

Case No. 22106661 (Ga. Sup. Ct., Cobb Cty.)

Obtained final approval of a class settlement involving approximately 40,000 class members and valued at over \$9,000,000.

**Medina v. Albertsons Companies, Inc.**

Case No. 1:23-cv-00480 (D. Del.)

Obtained final approval of a class settlement involving 33,000 class members and a \$750,000 non-reversionary settlement fund.

**In re Sovos Compliance Data Security Incident Litigation**

Case No. 1:23-cv-12100-AK (D. Mass.)

Obtained final approval of a class settlement that includes a non-reversionary settlement fund of \$3,534,128.50 involving 490,000 individuals, and separate from the settlement fund, requires the defendant to pay for data security improvements.

**Owens v. US Radiology Specialists, Inc.,**

Case No. 22 CVS 17797 (N.C. Super. Ct.)

Received final approval for settlement in data breach involving 1,309,429 customer's private health information, creating non-reversionary settlement fund of \$5,050,000 to compensate class members.

**In re: Planet Home Lending, LLC Data Breach**

Case No. 3:24-cv-127 (D. Conn.)

Preliminary approval granted for data breach settlement affecting 285,000 individuals, which will create a non-reversionary settlement fund valued at \$ 2,425,000.

**In re: Vivendi Ticketing US LLC, d/b/a See Tickets Data Security Incident**

Case No. 2:23-cv-07498 (C.D. Cal.)

Obtained preliminary approval of settlement in second data breach affecting 323,498 individuals, where the settlement agreement calls for the creation of a non-reversionary settlement fund in the amount of \$3,250,000.

**Forta File Transfer Software Data Security Breach Litigation**

Case No. 24-MD-03090-RAR (S.D. Fl.).

Appointed to leadership team in nationwide multi-district litigation concerning data breach affecting more than 4,000,000 individual's personal and health information.