

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 early 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 www.PierceSettlement.com

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 approximately on July 23, 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: Negligence.
- 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: MARCH 3, 2025	This is the only way to receive a payment.
EXCLUDE YOURSELF FROM THE SETTLEMENT DEADLINE: JANUARY 31, 2025	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.
OBJECT TO THE SETTLEMENT DEADLINE: JANUARY 31, 2025	Write to the Court with reasons why you do not agree with the settlement.
GO TO THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
DO NOTHING	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 www.PierceSettlement.com or call 1-888-663-3716.
- 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.

Questions? Call 1-888-663-3716 or visit www.PierceSettlement.com

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Questions? Call 1-888-663-3716 or visit www.PierceSettlement.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 Angelica Williams 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: Negligence. 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 McAuley, 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 a notice concerning the Data Incident discovered approximately on or about July 23, 2023.

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

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:

Questions? Call 1-888-663-3716 or visit www.PierceSettlement.com

1. Call 1-888-663-3716
2. Email PierceSettlement@cptgroup.com or
3. Write to:
McAuley v. Pierce College Settlement
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

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.PierceSettlement.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.

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.

Questions? Call 1-888-663-3716 or visit www.PierceSettlement.com

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.PierceSettlement.com, or you may request one by mail by calling 1-888-663-3716. 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 **March 3, 2025** to:

McAuley v. Pierce College Settlement
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

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 than **March 3, 2025**.

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.PierceSettlement.com. The Settlement Agreement describes the Released Claims with specific and accurate legal descriptions, so read it carefully.

Questions? Call 1-888-663-3716 or visit www.PierceSettlement.com

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 **January 31, 2025** to:

McAuley v. Pierce College Settlement
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

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 Clayco 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.

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

Questions? Call 1-888-663-3716 or visit www.PierceSettlement.com

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 **January 31, 2025**, 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

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

The Court will hold a Final Approval Hearing on February 21, 2025 at 9:00 a.m. in the Superior Court of the State of Washington, County of Pierce, 930 Tacoma Ave S, #334, Tacoma, Washington 98402 (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?

Questions? Call 1-888-663-3716 or visit www.PierceSettlement.com

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 October 4, 2024, is available at www.PierceSettlement.com. You may also:

1. Write to:
McAuley v. Pierce College Settlement
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
2. Visit the settlement website at www.PierceSettlement.com.
3. Call the toll-free number 1-888-663-3716

The address to Superior Court of the State of Washington, County of Pierce, the courthouse to which this case is assigned, is 930 Tacoma Ave S, #334, Tacoma, Washington 98402.

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

Questions? Call 1-888-663-3716 or visit www.PierceSettlement.com