SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR PIERCE COUNTY

In re: Pierce County Library System Data Breach Litigation	**Case No. 25-2-11297-2** **CLASS ACTION SETTLEMENT AGREEMENT**

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, dated April 6, 2026, is made and entered into by Plaintiffs Gwendolyn Bachmann, Kristye Gervais, Brett Higbee, Heather Lee, and Georgette Mills ("Plaintiffs"), individually and on behalf of the Settlement Class and Pierce County Library System ("PCLS" or "Defendant") (Plaintiffs and Defendant shall be collectively referred to herein as the "Settling Parties"), by and through their respective counsel.

RECITALS

WHEREAS, on September 3, 2025, Plaintiffs Gwendolyn Bachmann, Kristye Gervais, and Brett Higbee filed a class action complaint in the Superior Court for Pierce County, Washington entitled *Bachmann et al. v. Pierce County Library System*, Case No. 25-2-11297-2 (the "*Bachmann* Action");

WHEREAS, on September 4, 2025, Plaintiffs Georgette Mills and Heather Lee filed a class action complaint in the Superior Court for Pierce County, Washington entitled *Mills et al. v. Pierce County Library System*, Case No. 25-2-11320-1 (the "*Mills* Action");

WHEREAS, on September 25, 2025, this Court consolidated the *Bachmann* and *Mills* Actions under the Case No. 25-2-11297-2, and bearing the caption "*In re: Pierce County Library System Data Breach Litigation*";

WHEREAS, on October 24, 2025, Plaintiffs filed their Consolidated Class Action Complaint (the "Operative Complaint") against Defendant;

WHEREAS, the Operative Complaint asserts a negligence claim against Defendant. On December 23, 2025, Defendant filed a Motion to Dismiss Plaintiffs' Consolidated Class Action Complaint;

WHEREAS, Defendant has denied and continues to deny (a) each and every allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or that could have been asserted in this Litigation, (b) that Plaintiffs in the Litigation and the class they purport to represent have suffered any damage, and (c) that the Litigation satisfies the requirements to be tried as a class action under CR 23. Without acknowledging any fault or liability on the part of the Defendant, the Settling Parties have agreed to enter into this Agreement as an appropriate

compromise of Plaintiffs' and Settlement Class Members' claims to put to rest all controversy and to avoid the uncertainty, risk, and expense of burdensome, protracted, and costly litigation that would be involved in prosecuting and defending this Litigation. This agreement is for settlement purposes only, and nothing in this agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in this action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or admission by any of the parties of the validity or lack thereof of any claim, allegation, or defense asserted in this Litigation or in any other action;

WHEREAS, the Settling Parties engaged in voluntary discovery and participated in good faith, arms-length settlement discussions over the course of several months, through which the general terms of a settlement were negotiated and finalized to resolve the Litigation, as outlined herein;

WHEREAS, Class Counsel (as such term is defined below) conducted a thorough examination and evaluation of the relevant law and facts to assess the merits of the claims to be resolved in this settlement and how best to serve the interests of the putative class in the Litigation. Based on this investigation and the negotiations described above, Class Counsel have concluded, taking into account the sharply contested issues involved, the risks, uncertainty and cost of further prosecution of this Litigation, and the benefits to be provided to the Settlement Class pursuant to this Agreement, that a settlement with Defendant on the terms set forth in this Agreement is fair, reasonable, adequate and in the best interests of the putative class;

WHEREAS, this Settlement Agreement is intended to fully, finally, and forever resolve all claims and causes of action asserted, or that could have been asserted Litigation against Defendant related to the Data Incident and the Released Persons (as such term is defined below), by and on behalf of the Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other putative classes of individuals against Defendant originating, or that may originate, in jurisdictions in the United States, reasonably related to the Litigation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Plaintiffs, Class Counsel, and Defendant, that, subject to the approval of the Court as provided for in this Agreement, when Judgment becomes Final (defined herein), the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement.

I. DEFINITIONS

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

1.1 "Agreement" or "Settlement" or "Settlement Agreement" means this agreement.

1.2 "Claims Administration" means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.3 "Claims Administrator" means Simpluris, a notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

1.4 "Claims Deadline" means the postmark and/or online submission deadline for valid claims submitted pursuant to ¶ 2 below. The Claims Deadline is 90 days after the Notice Commencement date.

1.5 "Claim Form" means the claim form that is to be used by Settlement Class Members to submit a Settlement Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in **Exhibit A**.

1.6 "Costs of Claims Administration" means all reasonable, actual costs associated with or arising from Claims Administration. Defendant shall pay all reasonable Costs of Claims Administration.

1.7 "Court" means the Superior Court for the County of Pierce, State of Washington.

1.8 "Data Incident" means the cyber incident perpetrated against PCLS that Defendant disclosed in July 2025, which gave rise to the Litigation.

1.9 "Dispute Resolution" means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.10 "Effective Date" means the first date by which all of the events and conditions specified in ¶ 11.1 herein have occurred and been met.

1.11 "Final" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.12 "Judgment" means a judgment rendered by the Court, after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Litigation with prejudice, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant's Counsel will work together on a proposed Judgment, which Defendant must approve before filing.

1.13 "Long Notice" means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B**.

1.14 "Notice Commencement Date" means thirty days (30) following entry of the Preliminary Approval Order and is the date by which the Claims Administrator shall establish the Settlement Website, toll-free telephone line, and commence the initial mailing of the Short Notice.

1.15 "Notice Program" means steps taken by the Claims Administrator to notify Settlement Class Members of the settlement as set forth below.

1.16 "Objection Date" means the date by which Settlement Class Members must file with the Court, with service to counsel for the Settling Parties, their objection to the Settlement Agreement for that objection to be effective. The Objection Date is 60 days after the Notice

Commencement Date. The postmark date shall constitute evidence of the date of mailing for these purposes. In the event the mailing is not postmarked, it will be deemed timely if received within seven days of the Objection Date.

1.17 "Opt-Out Date" means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The Opt-Out Date is 60 days after the Notice Commencement Date. The postmark date shall constitute evidence of the date of mailing for these purposes. In the event the mailing is not postmarked, it will be deemed timely if received within seven days of the Opt-Out Date.

1.18 "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.19 "Plaintiffs" means Gwendolyn Bachmann, Kristye Gervais, Brett Higbee, Heather Lee, and Georgette Mills.

1.20 "Preliminary Approval Order" means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to Settlement Class Members substantially in the form attached hereto as **Exhibit C**.

1.21 "Proposed Settlement Class Counsel" and "Class Counsel" means M. Anderson Berry of Emery Reddy, PC and Kaleigh Boyd of McNaul Ebel PLLC.

1.22 "Released Claims" shall mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys' fees, losses, remedies, claims, and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; all California, Washington, and Texas consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach

of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) based on, relating to, concerning or arising out of the Data Incident. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement.

1.23 "Released Persons" means PCLS and each of its past, present, and future parent companies, predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any Person related to any such entities who is, was, or could have been named as a defendant in the Action. .

1.24 Releasing Parties and a "Releasing Party" shall refer, jointly and severally, and individually and collectively, to Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns,

agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities, purporting to assert a claim on their behalf.

1.25 "Reminder Notice" means a copy of the Short Notice (**Exhibit D**). If, forty (40) days after the Notice Commencement Date, the claims rate is less than 4%, the Short Notice will be mailed to the remaining Settlement Class Members who did not submit a claim twenty-one (21) days before the Claims Deadline.

1.26 "Request for Exclusion" or "Opt Out" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in Section VI.

1.27 "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.28 "Settlement Class" means current and former employees, and their family members, as well as current and former contractors who received notice from Defendant whose personal information was impacted in the Data Incident. Settlement Class Members specifically excludes: (i) PCLS and PCLS's parents, subsidiaries, affiliates and any entity in which PCLS has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for requesting exclusion; (iii) the attorneys representing the Settling Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge. The Settlement Class consists of approximately 3,275 individuals. These individuals constitute the "Settlement Class" solely for purposes of certifying a settlement class in this Litigation.

1.29 "Settlement Class Member(s)" means a Person(s) who falls within the definition of the Settlement Class.

1.30 "Settlement Website" means a website, the URL for which to be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement

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

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

1.32 "United States" as used in this Settlement Agreement includes all 50 states, the District of Columbia, and all territories.

1.33 "Valid Claims" means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process, or through the process for review and challenge set forth in the section entitled, "Administration of Claims."

II. SETTLEMENT CLASS BENEFITS

2.1 Settlement Structure. The Settlement shall be administered on a wholly claims-made basis and subject to an aggregate cap. To receive any relief, Settlement Class Members must submit a valid and timely claim to the Claims Administrator.

2.1.1 The aggregate cap is the maximum amount Defendant will be obligated pay under this Settlement for Reimbursement for Ordinary Losses, Extraordinary Losses, Reimbursement for Attested Time, and the Alternative Cash Payment, and it will be limited to $385,000. If the total approved claims for these benefits exceed $385,000, said benefits will be reduced, *pro rata*, such that the aggregate volume of all payments does not exceed $385,000.

2.2 Credit Monitoring and Identity Restoration Services. All Settlement Class Members may make a claim for three (3) years of one-bureau Credit Monitoring and Identity Restoration Services. The three years of free Credit Monitoring and Identity Restoration Services provided under this Settlement Agreement shall be in addition to any other credit monitoring and identity restoration services previously received by Settlement Class Members from Defendant. Settlement Class Members must submit a Claim Form before the Claims Deadline to be provided with this benefit. The opportunity for Settlement Class Members to enroll in Credit Monitoring

and Identity Restoration Services will begin upon the Effective Date of the settlement and will remain available for commencement for 90 days thereafter. Protection and monitoring provided shall include, at a minimum:

a) Credit monitoring with at least one major credit reporting agency.

b) Identity Restoration Services through IDX/Zerofox.

c) $1,000,000 identity theft insurance with no deductible.

2.2.1 Those Settlement Class Members who already have obtained credit monitoring and identity restoration services offered through Defendant as a result of the Data Incident will receive the three (3) years of monitoring and restoration services available under ¶ 2.2, which coverage will begin from the expiration date of the monitoring and protection services already received.

2.3 Settlement Payments. Defendant agrees to make available the below compensation, subject to the aggregate cap, to Settlement Class Members who submit valid and timely Claim Forms. Claims will be reviewed for completeness and plausibility by the Claims Administrator. For claims deemed invalid, the Claims Administrator shall provide claimants an opportunity to cure in accordance with ¶¶ 2.5 and 10.1 below, unless an inability to cure is apparent from the face of the claim, e.g., the claimant is not a Settlement Class Member.

2.3.1 Compensation for Ordinary Losses. Defendant will offer compensation for unreimbursed ordinary losses, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, fees for credit reports, credit monitoring, or other identity theft insurance product (incurred on or after April 15, 2025, and fairly traceable to the Data Incident), up to a total of $250 per person, upon submission of a claim and supporting third-party documentation. Participating Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. A legal guardian for a

Participating Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Ordinary Losses on the minor's behalf.

2.3.2 Compensation for Extraordinary Losses. Defendant will offer up to $4,000 in compensation to each Claimant for proven extraordinary monetary losses upon submission of a claim and supporting third-party documentation. Claims for extraordinary losses must: (i) be an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) establish that the loss was more likely than not caused by the Data Incident; (iii) establish that the loss was incurred after the date of the Data Incident; and (iv) establish that the loss is not already covered by one or more of the other reimbursement categories. Participating Settlement Class Members with Extraordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. A legal guardian for a Participating Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Extraordinary Losses on the minor's behalf.

2.3.3 Reimbursement for Attested Time: Settlement Class Members who spent time remedying issues related to the Data Incident can receive reimbursement of $20 per hour with an attestation stating how the time was spent and that it was related to the Data Incident. Claims made for Attested Time are subject to a 4-hour cap ($80 maximum payment) and can be combined with any other Settlement benefit, except for a claim for the Alternative Cash Payment.

2.3.4 Alternative Cash Payment. In lieu of making a claim for compensation for Ordinary Losses, compensation for Extraordinary Losses, and/or Reimbursement for Attested Time, all Settlement Class Members may submit a claim for a cash payment of $70, subject to the aggregate cap. Any Settlement Class Member who submits a timely claim for Compensation for Ordinary Losses, Compensation for Extraordinary Losses, and/or Reimbursement for Attested Time, and the claim is rejected as deficient by the Settlement Administrator shall be given an

opportunity to cure said deficiency and provided an opportunity to select another Claim Option. Claims made for this benefit can be combined with claims for Credit Monitoring and Identity Restoration Services.

2.3.5 Settlement Class Members seeking reimbursement under ¶¶ 2.3.1, 2.3.2, 2.3.3, and/or 2.3.4 must complete and submit to the Claims Administrator a Claim Form in a form substantially similar to the one attached as **Exhibit A**, postmarked or submitted online on or before the Claims Deadline. In the event a mailed claim is not postmarked, it will be deemed timely if received within seven days of the Claims Deadline. The notice to the Settlement Class Members will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury. Notarization shall not be required. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶¶ 2.5, 10.1.

2.4 Business Practice Enhancements, Including Monetary Investment into Data Security. Defendant has and will continue to undertake certain reasonable steps to enhance the security deployed to secure access to its data network. Defendant estimates the cost or value of these enhancements will exceed $240,000.

Defendant has or will provide Settlement Class Counsel reasonable confidential confirmatory discovery upon request identifying the Settlement Class Members and the enhancements, including value of the enhancements, made, or being made to protect Settlement Class Members' information stored on Defendant's data network. The confidential confirmatory discovery period will begin on the execution of this Settlement Agreement between the Settling Parties and conclude no later than 30 days thereafter.

2.5 Dispute Resolution. The Claims Administrator, in its discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any third-party documentation that may be necessary to reasonably support the lost time and/or ordinary or extraordinary losses described in ¶¶ 2.3.1 and/or 2.3.2; and (3) the information submitted could

lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim (e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof). For any such Settlement Claims that the Claims Administrator determines to be implausible, the Claims will be deemed invalid and submitted to counsel for the Settling Parties. If counsel for the Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator shall follow counsel's joint direction regarding the disposition of the claim.

2.5.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information and give the claimant thirty (30) days to cure the defect or given the opportunity to convert the Claim into one for an Alternative Cash Payment before rejecting the claim. If the defect is not cured or converted, then the claim will be deemed invalid.

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

2.5.3 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a

final determination. If the claimant approves the final determination, then the approved amount shall be the amount to be paid. If the claimant does not approve the final determination within thirty (30) days, then the dispute will be submitted to counsel for the Settling Parties within an additional ten (10) days. The Claims Administrator shall follow counsel for the Settling Parties' joint direction regarding the disposition of the claim.

III. CLASS CERTIFICATION

3.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue or defense. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

IV. NOTICE AND CLAIMS ADMINISTRATION

4.1 The Settling Parties have selected Simpluris, subject to Court approval, to serve as the Claims Administrator and be charged with delivering sufficient notice (including direct Short Notice and Reminder Notice, if needed) and administering the claims process. Defendant will pay the entirety of the settlement administration fees, including the cost of initial Short Notice and the Reminder Notice. The original direct Short Notice to Settlement Class Members will be in the form of a postcard notice with a Claim Form.

4.2 After the Court enters an order finally approving the Settlement, the Claims Administrator shall provide the requested relief to all Settlement Class Members that made a valid and timely claim, subject to the aggregate cap on Settlement Class Member payments set forth in ¶ 2 above.

V. PRELIMINARY APPROVAL

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

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

b) preliminary approval of the Settlement Agreement as set forth herein;

c) appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;

d) appointment of certain Plaintiffs as Settlement Class Representatives;

e) approval of a customary form of Short Notice to be mailed to Settlement Class Members, in a form substantially similar to **Exhibit D**;

f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing; and

g) appointment of the Claims Administrator.

The Short Notice, Long Notice, and Reminder Notice (if necessary) will be reviewed and approved by the Claims Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

5.2 PCLS will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the settlements benefits. The costs of Notice and Administrative Expenses will be subject to a not to exceed amount. An initial up-front amount, to

be determined by the Settlement Administrator, shall be paid to the Settlement Administrator to cover the initial notice and administration costs, within twenty (20) days after the Court issues a Preliminary Approval Order. The Settlement Administrator shall provide an invoice, payment instructions, and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant within five (5) days of the entry of the Preliminary Approval Order.

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

5.3.1 Settlement Class Member Information: No later than fourteen (14) days after entry of the Preliminary Approval Order, PCLS shall provide the Claims Administrator with the name and last known physical address of each Settlement Class Member (collectively, "Class Member Information") that PCLS used to notify Settlement Class Members of the Data Incident. Class Member Information shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement or provide all data and information in its possession to the Settling Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Settlement Class Member Information.

5.3.2 Settlement Website: Prior to the dissemination of the Short Notice the Claims Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the operative Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically.

5.3.3 Short Notice: Within thirty (30) days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of

the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to Settlement Class Members as follows:

a) Via U.S. mail to all Settlement Class Members for whom a valid U.S. mailing address is known. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement 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 Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short

Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

b) Publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;

5.3.4 Toll-Free Number: A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement. The Claims Administrator also will provide copies of the forms of Short Notice, Long Notice, and Claim Form, as well as this Settlement Agreement, upon request;

5.3.5 Reminder Notice: As required under ¶ 1.23, to the extent the claims rate is less than 4% 40 days after the Notice Commencement Date, the Claims Administrator will issue a Reminder Notice consisting of a single postcard notice to each Settlement Class Member who has not submitted a Claim Form 21 days before the claim deadline.

5.3.6 Contemporaneously with seeking Final Approval of the Settlement, Proposed Settlement Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

5.4 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and consistent with such approval. The Notice Program shall commence within thirty (30) days after entry of the Preliminary Approval Order and shall be substantially completed within forty-five (45) days after entry of the Preliminary Approval Order.

5.5 Proposed Settlement Class Counsel and PCLS's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

VI. OPT-OUT PROCEDURES

6.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date. In the event the mailing is not postmarked, it will be deemed timely if received within seven days of the Opt-Out Date.

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

6.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than two hundred and twenty-nine (229) timely and valid Opt-Outs submitted, Defendant may, by notifying Settlement Class Counsel and the Court in writing, within five (5) business days from the date the Claims Administrator provides written notice to Defendant of the number of opt-outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

VII. OBJECTION PROCEDURES

7.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number – *In re: Pierce County Library System Data Breach Litigation*, Case No. 25-2-11297-2 (Pierce County, Wash.); (iii) information identifying the objector as a Settlement Class Member; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection

with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection that substantially complies with 7.1(i)–(vii) must be mailed, with a postmark date no later than the Objection Date (or in the event the mailing is not postmarked, if received within seven days of the Objection Date), to Proposed Settlement Class Counsel: M. Anderson Berry, Emery Reddy, PC., 600 Stewart St., Suite 1100, Seattle, WA 98101; Kaleigh Boyd, McNaul Ebel PLLC, 600 University Street, Suite 2700, Seattle WA 98101; and counsel for PCLS, Amanda Harvey, Mullen Coughlin, LLC, 1452 Hughes Rd, Suite 200, Grapevine, TX 76051; Nicolas Larson, Murphy Pearson Bradley & Feeney, P.C., 520 Pike St., Suite 1205, Seattle, WA 98101. For all objections mailed to Proposed Settlement Class Counsel and counsel for PCLS, Proposed Settlement Class Counsel will file them with the Court with the Motion for Final Approval of Settlement.

7.2 Although the Court shall determine whether or not to hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection to the settlement, the Settling Parties reserve the right to challenge the objection of any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 7.1 as having waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and assert that such Settlement Class Member is bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 7.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Washington Rules of Appellate Procedure and not through a collateral attack.

VIII. RELEASES

8.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever

released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, excluding Opt-Outs but including Plaintiffs, shall directly, indirectly, or in any representative capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in this Settlement Agreement as provided herein) in which any of the Released Claims is asserted.

8.2 Upon the Effective Date, PCLS shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, the Plaintiffs, the Settlement Class Members, and Proposed Settlement Class Counsel, of all claims, based upon the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses PCLS may have against the Plaintiffs, the Settlement Class Members, and the Proposed Settlement Class Counsel including, without limitation, any claims based upon any lease, debtor-creditor, contractual, or other business relationship with such Persons not based on the institution, prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected.

8.3 Unknown Claims. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action reasonably arising out of the Data Incident and that Plaintiff, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. With respect to the Released Claims, Plaintiffs, Settlement Class Members, and any Releasing Parties, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs, Settlement Class Members, and any Releasing Parties explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims

for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiffs, the Settlement Class, and any Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement.

8.4 Notwithstanding any term herein, neither PCLS nor its Related Entities shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel.

IX. PAYMENT, SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES

9.1 Five (5) days after the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review

Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Ordinary Losses, Extraordinary Losses, Attested Time, Credit Monitoring Services, or the Alternative Cash Payment, and also provide funding instructions to Defendant. Within twenty (20) days of the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Ordinary Losses, Extraordinary Losses, Attested Time, and Alternative Cash Payments in accordance with the terms of this Agreement. The Settlement Administrator shall then disburse payments to the Settlement Class Members in accordance with their respective Approved Claims.

9.2 After an agreement had been reached as to the essential terms of a settlement (i.e., Settlement Class benefits), the Settling Parties negotiated the amount of a service award to the Plaintiffs. The Plaintiffs shall seek, and Defendant agrees to pay, a service award not to exceed $2,000.00 to each Plaintiff subject to Court approval. Defendant shall pay the service award separate and apart from any other sums agreed to under this Settlement Agreement. If the Court approves a lesser service award, Defendant will be responsible for paying only the approved amount. Plaintiffs shall provide properly executed tax reporting forms prior to payment.

9.3 After an agreement has been reached as to the essential terms of a settlement (i.e., Settlement Class benefits), Defendant will agree not to oppose an application by Proposed Settlement Class Counsel for an award of attorneys' fees and litigation costs not to exceed $220,000.00. Defendant shall pay the attorneys' fees and litigation costs award amount separate and apart from any other sums agreed to under this term sheet. If the Court approves a lesser award of attorneys' fees and litigation costs, Defendant will be responsible to pay only the approved amount. Class Counsel shall provide properly executed tax reporting forms prior to payment.

9.4 Defendant shall pay the attorneys' fees and expenses and service award awarded by the Court to Emery Reddy, PC within twenty-five (25) days after the Effective Date and upon receipt of Class Counsel providing properly executed tax reporting forms, whichever is later. The attorneys' fees and expenses award will be allocated among counsel by M. Anderson Berry and Kaleigh Boyd. Defendant bears no responsibility or liability relating to the allocation of the attorneys' fees and expenses among Proposed Settlement Class Counsel.

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

X. ADMINISTRATION OF CLAIMS

10.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶¶ 2.2, 2.3 and/or 2.5. Proposed Settlement Class Counsel and counsel for PCLS shall be given reports as to both claims and distribution, and have the right to challenge the claims and distribution set forth in the reports, including by requesting and receiving, for any approved claim, the name of the Settlement Class Member, a description of the approved claim, including dollar amounts to be paid as extraordinary or ordinary losses, and all supporting documentation submitted. If counsel for the Settling Parties agree that any such claim is improper, the Claims Administrator shall follow counsel's joint direction regarding the disposition of the claim. If the Settling Parties cannot agree on the disposition of a claim, the Settling Parties, upon the election of either Settling Party, will submit the claim for disposition to a jointly agreed upon impartial third-party claim referee for determination. The Claims Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the above right of review and challenge and the Dispute Resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by PCLS shall be deemed Valid Claims.

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

10.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits

pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

10.4 No Person shall have any claim against the Claims Administrator, PCLS, Proposed Settlement Class Counsel, Plaintiffs, and/or PCLS's counsel based on distributions of benefits, or the denial of benefits, to Settlement Class Members.

XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

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

a) The Court has entered the Preliminary Approval Order, as required by ¶ 5.1;

b) The Court has entered the Judgment granting final approval to the settlement as set forth herein; and

c) Judgment has become Final, as defined in ¶ 1.11.

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

11.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Settlement Class Counsel and to PCLS's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

11.4 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in this Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be

treated as vacated, *nunc pro tunc.* Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service award shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, PCLS shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution pursuant to ¶ 4.1 above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation. In the event any of the releases or definitions set forth in ¶¶ 1.21, 1.22, 8.1, or 8.2 are not approved by the Court as written, the Settlement Agreement shall be terminated and provisions (a) and (b) of this paragraph shall apply to the Settling Parties and this Agreement unless Proposed Settlement Class Counsel and PCLS's counsel mutually agree in writing to proceed with the Settlement Agreement.

XII. MISCELLANEOUS PROVISIONS

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

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

12.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or

the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata,* collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

12.5 This Settlement Agreement contains the entire understanding between PCLS and Plaintiffs individually and on behalf of the Settlement Class Members regarding the Litigation and this Agreement, and this Agreement supersedes all previous negotiations, agreements, commitments, understandings, and writings between PCLS and Plaintiffs, including between counsel for PCLS and Class Counsel, in connection with the Litigation settlement and this Agreement. Except as otherwise provided herein, each party shall bear its own costs.

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

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

12.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

12.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

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

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

12.12 All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and PCLS shall have no obligation to make payments to the Settlement Class Member under ¶ 2.3 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for further re-issuance will not be honored after such checks become void.

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

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

Gwendolyn Bachmann
Plaintiff

Kristye Gervais
Plaintiff

Brett Higbee
Plaintiff

Georgette Mills
Plaintiff

Heather Lee
Plaintiff

Name: _____
On behalf of Pierce County Library System

MULLEN COUGHLIN, LLC

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Jacob Lisogorsky
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Attorneys for Plaintiffs and the Settlement Class

Exhibit A

IN THE SUPERIOR COURT OF WASHINGTON FOR PIERCE COUNTY

In re: Pierce County Library System Data Breach Litigation
Case No. 25-2-11297-2

PIERCE COUNTY LIBRARY SYSTEM SETTLEMENT CLAIM FORM

This Claim Form should be filled out online or submitted by mail if you were notified by mail of the Data Incident by Pierce County Library System ("PCLS"). All Settlement Class Members are eligible to receive three years of credit monitoring and identity restoration services provided by IDX/Zerofox. If you have unreimbursed out-of-pocket expenses, extraordinary losses, and/or lost time from the Data Incident, you may receive a check if you fill out this Claim Form, if the Settlement is approved, and if you are found to be eligible for compensation. Alternatively, as a Settlement Class Member, you are eligible for an Alternative Cash Payment of $70 if you choose not to make claims for Compensation of Ordinary or Extraordinary Losses or Reimbursement for Attested Lost Time.

The Settlement Notice describes your legal rights and options. To obtain the Settlement Notice and find more information regarding your legal rights and options, please visit the official Settlement Website, [INSERT WEBSITE], or call toll-free [INSERT PHONE #].

If you wish to submit a claim for a settlement benefit electronically, you may go online to the Settlement Website, [INSERT], and follow the instructions on the "Submit a Claim" page.

If you wish to submit a claim for a settlement benefit via standard mail, you need to provide the information requested below and mail this Claim Form to [INSERT], postmarked by [INSERT MONTH AND DAY], **2026**. Please print clearly in blue or black ink.

1. SETTLEMENT CLASS MEMBER INFORMATION

Required Information:

First: _____ M: _____ Last: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ ZIP: _____

Country: _____

Phone: _____

E-mail: _____

2. BENEFIT ELIGIBILITY INFORMATION

To prepare for this section of the Claim Form, please review the Settlement Notice and the Settlement Agreement (available for download at [INSERT WEBSITE]) for more information on who is eligible for a benefit and the nature of the expenses or losses that can be claimed.

To help us determine if you are entitled to a settlement benefit, please provide as much information as possible.

A. Verification of Settlement Class Membership

In order to allow the Claims Administrator to confirm your membership in the Settlement Class, you must provide either:

(1) The unique identifier provided in the Notice you received by mail;

or

(2) name and physical address the July 2025 notice letter was issued to.

Thus, please **EITHER**:

(1) Provide the unique identifier provided in the Notice you received: _____

OR

(2) Provide your name _____ and physical address the July 2025 notice letter was issued to:
_____.

B. Ordinary Losses, Extraordinary Losses, and Attested Lost Time

Check the box for each category of ordinary and/or extraordinary losses and/or lost time that you incurred as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and attach the required third-party documentation as described in **bold type** (if you are asked to provide account statements as part of required proof for any part of your claim, you may redact unrelated transactions and all but the first four and last four digits of any account number). Please round total amounts down or up to the nearest dollar.

I. Ordinary Losses Resulting from the Data Incident

All Settlement Class Members who submit a valid claim are eligible to receive up to $250 in compensation for unreimbursed ordinary losses, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged by

the amount of data used, postage, gasoline for local travel, fees for credit reports, credit monitoring, or other identity theft insurance product (incurred on or after April 15, 2025, and fairly traceable to the Data Incident), upon submission of a claim and supporting third-party documentation.

If you would like to make a claim for reimbursement for Ordinary Losses, describe the unreimbursed losses claimed, sign the attestation at the end of this Claim Form, and attach supporting third-party documentation.

□ Unreimbursed fees or other charges from your bank or credit card company incurred on or after April 15, 2025, and before [INSERT DATE] (the "Claims Deadline") due to the Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed overdraft fees, over-the-limit fees, late fees, or charges due to insufficient funds or interest.

[UPLOAD DOCUMENTS] Required: You must submit reasonable third-party documentation supporting the above losses such as a copy of a bank or credit card statement or other proof of claimed fees or charges (you may redact unrelated transactions and all but the first four and last four digits of any account number). You may submit self-prepared documentation, but only to explain other documentation you submit; self-prepared documentation is not sufficient by itself.

□ Unreimbursed fees relating to your account being frozen or unavailable incurred on or after April 15, 2025, and before the Claims Deadline due to the Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: You were charged interest by a payday lender due to card cancellation or due to an over-limit situation, or you had to pay a fee for a money order or other form of alternative payment because you could not use your debit or credit card, and these charges and payments were not reimbursed.

[UPLOAD DOCUMENTS] Required: You must submit reasonable third-

party documentation supporting the above losses such as a copy of receipts, bank statements, credit card statements, or other proof that you had to pay these fees (you may redact unrelated transactions and all but the first four and last four digits of any account number). You may submit self-prepared documentation, but only to explain other documentation you submit; self-prepared documentation is not sufficient by itself.

□ Unreimbursed fees or other charges relating to the reissuance of your credit or debit card incurred on or after April 15, 2025, and before the Claims Deadline due to the Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed fees that your bank charged you because you requested a new credit or debit card.

[UPLOAD DOCUMENTS] Required: You must submit reasonable third-party documentation supporting the above losses such as a copy of a bank or credit card statement or other receipt showing these fees (you may redact unrelated transactions and all but the first four and last four digits of any account number). You may submit self-prepared documentation, but only to explain other documentation you submit; self-prepared documentation is not sufficient by itself.

□ Other unreimbursed incidental telephone, internet, mileage or postage expenses directly related to the Data Incident incurred on or after April 15, 2025, and before the Claims Deadline due to the Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed long-distance phone charges, cell phone charges (only if charged by the minute), or data charges (only if charged based on the amount of data used).

[UPLOAD DOCUMENTS] Required: You must submit reasonable third-party documentation supporting the above losses such as a copy of the bill from your telephone company, mobile phone company, or internet service

provider that shows the charges (you may redact unrelated transactions and all but the first four and last four digits of any account number). You may submit self-prepared documentation, but only to explain other documentation you submit; self-prepared documentation is not sufficient by itself.

□ Credit Reports or credit monitoring charges purchased on or after April 15, 2025, and before the Claims Deadline due to the Data Incident, but not previously covered by PCLS. This category is limited to services purchased primarily as a result of the Data Incident and if purchased on or after April 15, 2025, and before the Claims Deadline, but not previously covered by PCLS.

To obtain reimbursement under this category, you must attest to the following:

□ I purchased credit reports on or after April 15, 2025, and before the Claims Deadline, primarily due to the Data Incident and not for other purposes, but not previously covered by PCLS.

DATE	COST

Examples: The cost of a credit report(s) that you purchased after hearing about the Data Incident.

[UPLOAD DOCUMENT] Required: You must submit reasonable third-party documentation supporting the above losses such as a copy of a receipt or other proof of purchase for each product or service purchased (you may redact unrelated transactions). To recover costs of credit monitoring services activated between April 15, 2025, and the Claims Deadline incurred as a result of the Data Incident, you must submit either (1) a receipt showing a one-year subscription to a credit monitoring service between April 15, 2025 and the Claims Deadline incurred as a result of the Data Incident; or (2) at least three receipts showing consecutive monthly payments to a credit monitoring service during the same period of time and an attestation that you intend to continue subscribing to such service through at least one year after the Claims Deadline.

II. Extraordinary Losses

All Settlement Class Members who submit a valid claim are eligible to receive up to $4,000 in compensation for proven extraordinary monetary losses. To receive compensation the loss must: (i) be an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) be more likely than not caused by the Data Incident; (iii) have been incurred after the date of the Data Incident; and (iv) be not already covered by one or more of the other reimbursement categories.

If you would like to make a claim for reimbursement for Extraordinary Losses, describe the unreimbursed losses claimed, sign the attestation at the end of this Claim Form, and attach supporting third-party documentation.

DATE	DESCRIPTION	AMOUNT

□ **I have attached third-party documentation showing that the claimed losses were more likely than not caused by the Data Incident.**

□ **Check this box to confirm that you have not been reimbursed for these fraudulent charges.**

III. Attested Lost Time

Settlement Class Members with time spent remedying issues related to the Data Incident can receive reimbursement of $20 per hour with an attestation stating how the time was spent and that it was related to the Data Incident. Claims made for Attested Time are subject to a 4-hour cap ($80 maximum payment) and can be combined with any other Settlement benefit, except for a claim for the Alternative Cash Payment.

□ Between one (1) and four (4) hours of documented time spent monitoring accounts or otherwise dealing with the Data Incident on or after April 15, 2025, and before the Claims Deadline (round up to the nearest hour and check only one box).

□ 1 Hour □ 2 Hours □ 3 Hours □ 4 Hours

Examples: You spent at least one hour calling customer service lines, writing letters or e-mails, or on the internet in order to get fraudulent charges reversed or in updating automatic payment programs because your card number changed. Please note that the time that it takes to fill out this Claim Form is not reimbursable and should not be included in the total number of hours claimed.

Check all activities, below, which apply.

□ Time spent obtaining credit reports.

□ Time spent dealing with a credit freeze.

□ Time spent dealing with bank or credit card fees.

□ Time on the internet updating automatic payment programs due to new card issuance.

□ Time spent dealing with fraudulent transactions.

□ Time spent monitoring accounts.

□ Time spent working with credit reporting bureaus regarding correction of credit reports.

□ Other. Provide description(s) here:

_____
_____
_____
_____

To recover for lost time under this section, you must select one of the boxes above or provide a narrative description of the activities performed during the time claimed.

Attestation (You must check the box below to obtain compensation for lost time)

□ I attest that I spent the number of hours claimed above making reasonable efforts to deal with the Data Incident.

C. Credit Monitoring and Identity Restoration Services

All Settlement Class Members who submit a valid claim are eligible to receive three (3) years of credit monitoring and identity restoration services provided by IDX/Zerofox. This service will provide protection and monitoring shall include, at a minimum:

a. Credit monitoring with at least one major credit reporting agency.
b. Identity restoration services through IDX/Zerofox.
c. $1,000,000 identity theft insurance with no deductible.

Do you wish to sign up for free Credit Monitoring and Identity Restoration Services through IDX/Zerofox?

□ Yes, I want to sign up to receive free Credit Monitoring and Identity Restoration Services.

Email Address: _____

If you select "yes" for this option, you will need to follow instructions and use an activation code that you receive after the Settlement is final. Credit Monitoring and Identity Restoration Services will not begin until you use your activation code to enroll. Activation instructions will be sent to your email address or, if you do not have an email address, to your home address.

D. Alternative Cash Payment

All Settlement Class Members may elect to receive an Alternative Cash Payment of $70 from PCLS, if they choose ***not*** to make claims for Compensation for Ordinary Losses, Extraordinary Losses, and/or Reimbursement for Attested Lost Time, as addressed in Parts I and II.

Do you wish to receive an Alternative Cash Payment of $70?

☐ Yes, I elect to receive the Alternative Cash Payment and choose not to make claims for Reimbursement of Ordinary Losses, Extraordinary Losses, and/or Reimbursement for Attested Lost Time.

I attest that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed at _____ [City], _____ [State] on the date set forth below.

I understand that I may be asked to provide supplemental information by the Claims Administrator before my claim will be considered complete and valid.

Print Name:_____

Signature:_____

Date:_____

D. *Submission Instructions*

Once you have completed all applicable sections, please mail this Claim Form and all required supporting documentation to the address provided below, postmarked by _____, **2026**.

In re: Pierce County Library System Data Breach Litigation
CLAIMS ADMINISTRATOR
[INSERT CLAIMS ADMINISTRATOR
MAILING INFORMATION]

Exhibit B

Superior Court of the State of Washington, Pierce County

In re: Pierce County Library System Data Breach Litigation

Case No. 25-2-11297-2

Class Action Notice

Authorized by the Superior Court of the State of Washington for Pierce County

Are you a current or former employee, a family member of a current or former employee, or a former contractor of Pierce County Library System?

There is a settlement of a lawsuit related to an alleged data incident.

You may be entitled to money and credit monitoring & identity restoration services.

To be part of this settlement, you should:

Read this notice.

Respond by [date].

Important things to know:

- If you take no action, you will still be bound by the settlement, and your rights will be affected. ***Please read this Notice carefully and completely.***
- You can learn more at: [website].

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *In re: Pierce County Library System Data Breach Litigation*, Case No. 25-2-11297-2. A proposed settlement has been reached in the lawsuit involving Pierce County Library System (the "Defendant" or "PCLS"), relating to the cyber incident perpetrated against PCLS, and which PCLS disclosed in July 2025 (the "Data Incident"). **You received this notice because you may be a member of the group of people affected, called the "settlement class."** This notice gives you a summary of the terms of the proposed settlement, explains what rights settlement class members have, and helps settlement class members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a settlement class member. Then, decide if you want to:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[Settlement Website].com.	**_____, 2026**
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement and receive no benefits. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own legal counsel at your own expense.	**_____, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	**_____, 2026**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
DO NOTHING	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

The Court in charge of this case still has to decide whether to finally approve the Settlement.

Read on to understand the specifics of the Settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **[date]**
Your deadline to submit a claim form: **[date]**
Settlement approval hearing: **[date]**

Basic Information

What is this lawsuit about?

This lawsuit concerns the cyber incident perpetrated against PCLS, which PCLS disclosed in July 2025, that may have impacted Personally Identifiable Information of PCLS's current and former employees and their family members, as well as current and former contractors. PCLS denies all claims alleged against it and denies all charges of wrongdoing or liability. The Settlement is not an admission of wrongdoing or an indication that PCLS has violated any laws. Rather, the Parties have agreed to settle the class action lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

What is a class action?

In a class action, one or more individuals called the Plaintiff(s) or Class

Representative(s) sue on behalf of a group or "class" of people with similar claims. In a class action settlement, one court resolves the lawsuit for all class members, except for those who opt-out of the settlement.

Why is there a Settlement?

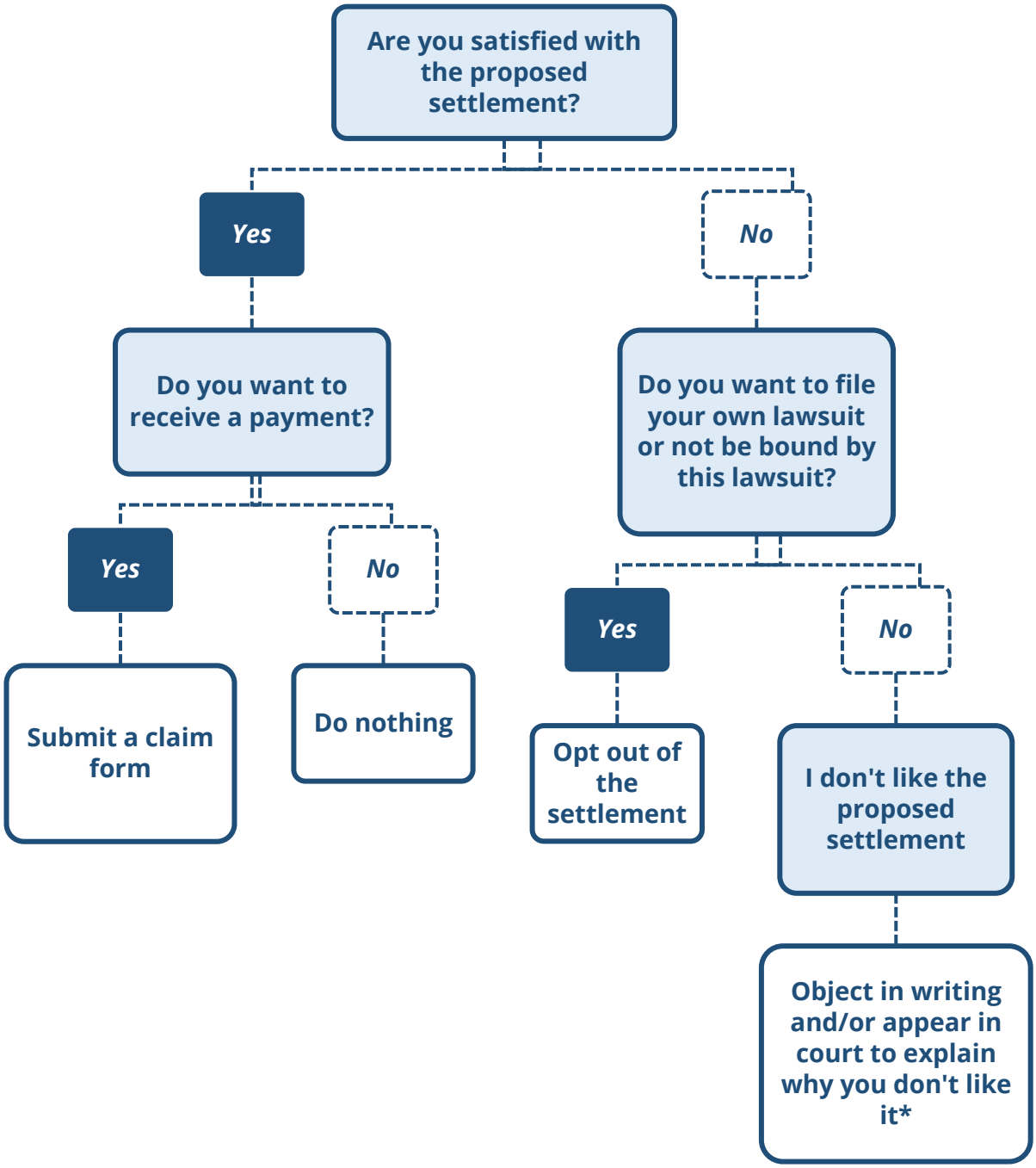
The Court did not decide in favor of the Plaintiffs or the Defendant. Plaintiffs and the Defendant have agreed to a Settlement to avoid the uncertainties and expenses associated with ongoing litigation, and to allow the Settlement Class Members to receive compensation sooner rather than, if at all, after the completion of a trial. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

How do I weigh my options?

You have four options. You can stay in the Settlement and submit a claim, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	Submit a Claim	**Opt-out**	**Object**	**Do Nothing**
Can I receive settlement money if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

What is the best path for me?



**You can object to the settlement AND submit a claim form to receive payment.*

Who is in the Settlement Class?

Who is included in the Settlement Class?

The Settlement Class is defined as: all current and former employees, and their family members, as well as current and former contractors who received notice from Defendant whose personal information may have been impacted in the Data Incident.

Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (i) PCLS and PCLS's parents, subsidiaries, affiliates and any entity in which PCLS has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for requesting exclusion; (iii) the attorneys representing the Settling Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by contacting the Settlement Administrator by mail, email, or by calling toll-free.

Pierce County Library System Data Incident Settlement
c/o Settlement Administrator
[SETTLEMENT ADMIN INFORMATION]
info@[SettlementWebsite].com
1-XXX-XXX-XXXX

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

What does the Settlement provide?

Settlement Class Members may submit claims for: (1) Compensation for Ordinary Losses, (2) Compensation for Extraordinary Losses, (3) Reimbursement for Attested Lost Time, (4) an Alternative Cash Payment, and/or (5) Credit Monitoring and Identity Restoration Services

The following benefits are subject to a $385,000 aggregate cap: (1) Reimbursement for Monetary Losses, (2) Reimbursement for Attested Lost Time, and (3) an Alternative Cash Payment. If the total approved claims for these benefits exceed $385,000, the benefits will be reduced, *pro rata*, so that the volume of all payments does not exceed $385,000.

The following costs are not subject to the aggregate cap and will not count towards it: (1) Notice and Administrative Expenses, (2) Fee Award and Expenses, as approved and awarded by the Court, (3) Service Awards, as approved and awarded by the Court, and (4) Credit Monitoring and Identity Restoration Services.

The Settlement benefits are summarized below. Visit WEBSITE for a full description of these benefits.

Compensation for Ordinary Losses. Participating Settlement Class Members can claim up to a total of $250 per person for ordinary out-of-pocket losses incurred as a result of the Data Incident, including, without limitation, bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, fees for credit reports, credit monitoring, or other identity theft insurance product (incurred on or after April 15, 2025, and fairly traceable to the Data Incident).

Compensation for Extraordinary Losses. Participating Settlement Class Members can claim up to a total of $4,000 per person for extraordinary out-of-pocket losses incurred as a result of the Data Incident. Claims for Extraordinary Losses must: (1) be an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (2) establish that the loss was more likely than not caused by the Data Incident; (3) establish that the loss was incurred after the date of the Data Incident; and (4) establish that the loss is not already covered by one or more of the other reimbursement categories.

Settlement Class Members submitting claims for Ordinary and Extraordinary Losses must submit third-party documentation supporting their claims. This can include receipts or other documentation that document the costs incurred but does not include documentation that is "self-prepared" by the claimant. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

Reimbursement for Attested Lost Time. All Settlement Class Members are eligible to make a claim of up to $20 per hour for time spent remedying issues related to the Data Incident with an attestation stating how the time was spent and that it was related to the Data Incident. Claims for Attested Lost Time are subject to a 4-hour cap ($80 maximum payment) and can be combined with any other Settlement benefit, except for a claim for the Alternative Cash Payment.

Credit Monitoring and Identity Restoration Services. All Settlement Class Members are eligible to make a claim for three (3) years of Credit Monitoring from one credit reporting bureau and Identity Restoration Services with $1,000,000 identity theft insurance with no deductible.

Are there other Settlement Class Member Benefits?

Business Practices Changes: As part of the settlement negotiations, Settlement Class Counsel received assurances that Defendant implemented and has plans to implement a number of business practice changes and security enhancements designed to prevent future data security incidents. Defendant has agreed to provide information regarding the specific changes to Settlement Class Counsel in a confidential declaration prior to the filing of any Final Approval Motion, which shall be available to be filed under seal for the Court's review if it so requests.

What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The "Releases" section of the

Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available for review at www.[SettlementWebsite].com.

Submitting a Claim Form for Settlement Benefits

How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the website and mail it to the Settlement Administrator at: Pierce County Library System Data Incident Settlement, Attn: Claims, [ADDRESS].

You may also contact the Settlement Administrator to request a Claim Form by calling toll-free 1-XXX-XXX-XXXX, by emailing info@[SettlementWebsite].com, or by writing to the address above.

What is the deadline for submitting a claim?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, along with any supporting documentation, must be mailed so it is postmarked no later than [Claims Deadline]. In the event your mailed claim is not postmarked, it will be deemed timely if received within seven days of [Claims Deadline].

When will the Settlement benefits be issued?

The Court will hold a final approval hearing on _____, 2026. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them.

Settlement benefits will be distributed if the Court grants final approval of the Settlement and after any appeals are resolved, or after the period to seek an appeal has expired.

The Lawyers Representing You

Do I have a lawyer in the case?

Yes, the Court appointed M. Anderson Berry of Emery Reddy, PC and Kaleigh Boyd of Tousley Brain Stephens PLLC to represent you and other Settlement Class Members as Settlement Class Counsel.

M. Anderson Berry
EMERY REDDY, PC
600 Stewart St., Suite 1100
Seattle, WA 98101

Kaleigh Boyd
McNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101

Should I get my own lawyer?

You will not be charged for Settlement Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will Settlement Class Counsel be paid?

Settlement Class Counsel will file a Fee and Expense Application for an award of attorneys' fees of $220,000 to be paid by Defendant, separate and apart from any other sums agreed to under the Settlement.

Settlement Class Counsel's Fee and Expense Application will also include a request for Service Awards for each of the Settlement Class Representatives not to exceed $2,500 each (or $12,500 total) in recognition of their contributions to this case. The Court may award less than these amounts.

Settlement Class Counsel's Fee and Expense Application will be available at www.[SettlementWebsite].com after it is filed with the Court.

Excluding Yourself from the Settlement

How do I opt-out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, there are steps that you must take to exclude yourself from the Settlement Class. This is called requesting an exclusion from, or "opting out" of the Settlement Class. The deadline to submit a request for exclusion from the Settlement is [Opt-Out Deadline].

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the following information:

(i) the name of the proceeding: *In re: Pierce County Library System Data Breach Litigation.* Case No. 25-2-11297-2, pending in the Superior Court of the State of Washington, Pierce County;
(ii) Settlement Class Member's full name;
(iii) Settlement Class Member's current mailing address;
(iv) Settlement Class Member's personal signature; and
(v) the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, **postmarked no later than [Opt-Out Deadline] (or, if not postmarked, received within seven days of [Opt-Out Deadline)**.

Pierce County Library System Data Incident Settlement
ATTN: Exclusion Request
[ADDRESS 1]
[ADDRESS 2]

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

You may only exclude yourself— not any other person. **Any**

Settlement Class Member who does not file a timely request for exclusion in accordance with this section will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

Commenting on or Objecting to the Settlement

How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and do not like a portion or all of the Settlement, you can object to it, if you choose. You can give reasons why you think the Court should not approve it. The Court will consider your views.

For an objection to be a valid objection under the Settlement, it must include or substantially comply with the following: (1) the name of the proceeding, (2) the Settlement Class Member's full name, current mailing address, email address, and telephone number, (3) a statement of the specific grounds for the objection, as well as any documents supporting the objection, (4) the identity of any attorneys representing the objector, (5) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing, (6) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five (5) years, and (7) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Court, in its discretion, may authorize additional discovery of objectors.

To be timely, an objection must be mailed to the Settlement Administrator, so it is postmarked no later than [**OBJECTION DATE**]. In the event the mailing is not postmarked, it will be deemed timely if received within seven days of [Objection Date].

Pierce County Library System Data Incident Settlement
ATTN: Objection
[ADDRESS 1]
[ADDRESS 2]

What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt-out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

When is the Court's Final Approval Hearing?

The Court will hold a final approval hearing on **[DATE] at [TIME]**, in Courtroom XXX of the [Court Address].

At the final approval hearing, the Court will consider whether to approve the Settlement, Settlement Class Counsel's Fee and Expense Application, and Service Awards to the Settlement Class Representatives. The Court will also consider any objections to the Settlement that were submitted in accordance with the requirements outlined above.

If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost.

The date and time of this hearing may change without further notice. Please check www.[SettlementWebsite].com for updates.

Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary.

If I Do Nothing

What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties described in Section VIII of the Settlement Agreement about the legal issues resolved by this Settlement. In addition, if you do nothing, you will not receive any benefits from this Settlement.

Getting More Information

How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, www.[SettlementWebsite].com.

If you have additional questions, you may contact the Settlement Administrator by mail, email, or by calling toll-free.

Pierce County Library System Data Incident Settlement
c/o Settlement Administrator
[SETTLEMENT ADMIN INFORMATION]
info@[SettlementWebsite].com
1-XXX-XXX-XXXX

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Court, [Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING QUESTIONS ABOUT THIS SETTLEMENT.

Exhibit C

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR PIERCE COUNTY

In re: Pierce County Library System Data Breach Litigation	**Case No. 25-2-11297-2** **[PROPOSED] PRELIMINARY APPROVAL ORDER**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement **(Doc. No. __)** (the "Motion"), the terms of which are set forth in a Settlement Agreement and Release between Plaintiffs Gwendolyn Bachmann, Kristye Gervais, Brett Higbee, Heather Lee, and Georgette Mills and Defendant Pierce County Library System ("PCLS" or "Defendant") (together with Plaintiffs, the "Parties"), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs' Unopposed Motion for Preliminary Approval (the "Settlement Agreement").[1]

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

Certification of the Settlement Class.

1. The Court has conducted a preliminary evaluation of the terms set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Class meets all applicable requirements of CR 23 for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the proposed Settlement Class Representatives and Class Counsel will fairly and adequately protect the interest of the Settlement Class, and that a class action is an appropriate method for the fair and efficient adjudication of the Action.

[1] All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

2. Pursuant to Civil Rule 23 and for settlement purposes only, the Court certifies the following Settlement Class, consisting of:

> All current and former employees of Defendant residing Washington whose personal information was compromised in the Data Incident disclosed by the Pierce County Library System in July 2025.

Excluded from the Settlement Class are: (i) PCLS and PCLS's parents, subsidiaries, affiliates and any entity in which PCLS has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Settling Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

Settlement Class Representatives and Settlement Class Counsel.

3. For settlement purposes only, the Court hereby approves the appointment of Plaintiff Heather Lee as Settlement Class Representative.

4. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel: M. Anderson Berry of Emery Reddy, PC and Kaleigh Boyd of McNaul Ebel PLLC.

Preliminary Settlement Approval.

5. Upon preliminary review of the Settlement Agreement, the Court finds that (i) there is good cause to believe that the Settlement Agreement is fair, reasonable and adequate; (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case with the assistance of an experienced mediator; and (iii) the Settlement warrants Notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

Final Approval Hearing.

6. A Final Approval Hearing shall be held on _____, 202___, at the <<COURT LOCATION>>, where the Court will, among other things, determine: (i) whether the proposed settlement of the Litigation on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (ii) whether judgment should be entered for the claims of the Representative Plaintiffs, including the claims of Class Members who have not requested exclusion from the Settlement Classes; (iii) whether to approve the payment of attorneys' fees and expenses to Class Counsel; and (iv) whether to approve the payment of an incentive award to the Class Representatives. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class Members.

Claims Administration and Notice.

7. The Court appoints _____ ("_____") as the Claims Administrator, with responsibility for class notice and settlement administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

8. The Court approves, as to form, content, and distribution, the Notice plan and all forms of Notice to the Settlement Classes as set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as **Exhibits A, B, and D** and finds that such Notice complies fully with the requirements of CR 23. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that Notice is reasonably calculated, under all circumstances, to apprise members of the Settlement Classes of the pendency of the Action, the terms of the Settlement Agreement, and the right to object to the Settlement Agreement and to exclude themselves from the Settlement Classes. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting the publication.

9. The Claims Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

Exclusion from Class.

10. Any Settlement Class Member who wishes to be excluded from the Settlement Classes must submit a valid and timely Request for Exclusion. Valid Settlement Class Member Requests for Exclusion must (i) state a full name, current address, and telephone number; (ii) contain the Settlement Class Member's signature; (iii) contain a clear statement communicating that the Settlement Class Member elects to be excluded from the Settlement Classes, does not wish to be a Settlement Class Member, and elects to be excluded from any judgement entered pursuant to the Settlement; and (iv) be postmarked no later than 60 days from the date the Class Notice is issued (in the event the mailing is not postmarked, it will be deemed timely if received within seven days of the Opt-Out Date). All persons falling within the definition of the Settlement Classes who do not request to be excluded from the Settlement Classes in the manner described in this Paragraph shall be bound by the terms of the Settlement Agreement. Class Counsel will file a list of Settlement Class Members requesting exclusion with the Court. All Persons who submit valid and timely requests to be excluded from the Settlement Classes shall not receive any benefits of and/or be bound by the terms of the Settlement Agreement.

11. If Defendant terminates the Settlement Agreement according to its terms, the Parties shall return to their respective positions immediately prior to entering into the Settlement Agreement and the Parties' settlement negotiations shall not be admissible in any legal proceeding or construed as an admission of liability by Defendant or a concession by Plaintiff in any manner.

Right to Object.

12. Any Settlement Class Member who objects to the settlement may appear in person, at their own expense, at the Final Approval Hearing to present any relevant evidence or argument. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 60 days from the date the Class Notice is issued, or any other date set by the Court, the Settlement Class Member mails to Class Counsel and Defendant's counsel written objections that include: (i) the objector's full name and address; (ii) the full case name and docket number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final

Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. Should the objector wish to appear at the Final Approval Hearing, they must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on their behalf. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights they may have to appear separately and/or object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment Order approving the Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Washington Rules of Appellate Practice and not through a collateral attack.

Stay of Action.

13. All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

Schedule and Deadlines.

14. The Court orders the following schedule of dates for the specified actions/further proceedings:

SETTLEMENT TIMELINE

Grant of Preliminary Approval	
Defendants provide list of Settlement Class Members to the Claims Administrator	14 days after Preliminary Approval
Notice Commencement Date	30 days after Preliminary Approval

Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Date	60 days after Notice Commencement Date
Opt-Out Date	60 days after Notice Commencement Date
Claims Deadline	90 days after Notice Commencement Date
Final Approval Hearing	120+ days after Entry of Preliminary Approval Order
Motion for Final Approval	14 days before Final Approval Hearing Date
Claims Administrator Provide Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date

SO ORDERED THIS _____ DAY OF _____, 2026.

_____

Exhibit D

Superior Court of the State of Washington, Pierce County
In re: Pierce County Library System Data Breach Litigation
Case No. 25-2-11297-2

Example QR Code. Replace this with case specific QR Code.

Class Action Settlement Notice

Authorized by the Washington Superior Court

Pierce County Library System's records indicate your information may have been involved in an alleged data incident.

There is a $385,000 settlement of a lawsuit.

You may be entitled to money and Credit Monitoring & Identity Restoration services.

To be part of this settlement, you can respond by [date].

You can visit [website] to learn more.

Key things to know:

- This is an important legal document.
- If you take no action, any ruling from the court will apply to you, and you will not be able to sue Pierce County Library System about the same issues.
- If you have questions or need assistance, please call [phone number]

- You can learn more at [website] or by scanning the QR code.

Pierce County Library System Data Incident Settlement
c/o Settlement Administrator
ADDRESS 1
ADDRESS 2

Court-Approved Legal Notice

This is an important notice about a class action lawsuit.

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

NOTICE ID: «NOTICE ID» «FIRST NAME» «LAST NAME» «ADDRESS»	**Pierce County Library System Settlement CLAIM FORM**	«Barcode»

To submit a claim for the **Alternative Cash Payment** and/or **Credit Monitoring and Identity Restoration Services ("CMIRS")**, please complete the form below, sign, and mail this portion of the postcard to the Settlement Administrator **no later than DATE**. *Please visit WEBSITE to submit a claim online or to download a full Claim Form to complete and return by mail if you want to receive Compensation for **Out-of-Pocket Losses** and/or **Reimbursement for Attested Lost Time**.*

Do you want to receive the Alternative Cash Payment? ☐ YES ☐ NO
By choosing this option you forego the ability to make a claim for Out-of-Pocket Losses or Reimbursement for Attested Lost Time.

Do you want to receive three years of CMIRS? ☐ YES ☐ NO

Payment Options: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Check
If you selected Check, payment will be mailed to the same address this Notice was mailed to. Please contact the Settlement Administrator if you need to update your address. If you selected PayPal, Venmo, or Zelle, please provide the email address or phone number associated with your account:_____.

Attestation and Signature
I swear and affirm under penalty of perjury pursuant to laws of the United States of America that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information before my claim is considered complete and valid.

Signature: _____ Date (mm/dd/yyyy): ___/____/_____ Print Name: _____

_____
_____
_____

Pierce County Library System Data Incident Settlement
Attn: Claim Forms
ADDRESS 1
ADDRESS 2

Exhibit E

From Email Address: <<**Settlement Administrator Email Address**>>
From Email Name: Pierce County Library System Data Incident Settlement Administrator
Subject Line: Notice of Proposed Class Action Settlement – In re: Pierce County Library System Data Breach Litigation

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<<**Settlement Class Member Name**>>
Notice ID: <<**Notice ID**>>
Confirmation Code: <<**Confirmation Code**>>

If you are a current or former employee, family member of a current or former employee, or a current or former contractor of Pierce County Library System who received prior notice of a data incident, you may be entitled to receive benefits from a proposed class action Settlement.

In re: Pierce County Library System Data Breach Litigation
Case No. 25-2-11297-2 (Wash. Sup. Ct.)

The Superior Court of the State of Washington, Pierce County, has authorized this Notice.

This is not a solicitation from a lawyer.
You are not being sued.

A proposed Settlement has been reached in the lawsuit entitled *In re: Pierce County Library System Data Breach Litigation,* Case No. 25-2-11297-2 (Wash. Sup. Ct.), relating to the cyber incident perpetrated against Pierce County Library System ("PCLS" or "Defendant"), which PCLS disclosed in July 2025 (the "Data Incident"). PCLS denies all claims alleged against it and denies all charges of wrongdoing or liability. The Settlement is not an admission of wrongdoing or an indication that the PCLS has violated any laws. Rather, the Parties have agreed to settle the class action lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

Visit **WEBSITE** for complete information about the Settlement.

Am I Included? Yes. PCLS's records indicate your information may have been involved in the Data Incident.

Settlement Fund. The Settlement will provide the following benefits, subject to a $385,000 aggregate cap, (1) Reimbursement for Ordinary Losses, (2) Reimbursement for Extraordinary Losses, (3) Reimbursement for Attested Lost Time, and (4) an Alternative Cash Payment. If the total approved claims for these benefits exceed $385,000, the benefits will be reduced, pro rata, so that the volume of all payments does not exceed $385,000. The Settlement will also provide Credit Monitoring and Identity Restoration Services. The Settlement benefits are summarized below. Visit WEBSITE for a full description of these benefits.

- Up to $250 **Compensation for Ordinary Losses** related to the Data Incident. **Third Party Documentation is required**.
- Up to $4,000 **Compensation for Extraordinary Losses** related to the Data Incident. **Third Party Documentation is required.**
- $20 per hour for up to 4 hours ($80 total) for **Reimbursement for Attested Lost Time**. **Attestation is required.**
- All Class Members are eligible for 3 years of single bureau **Credit Monitoring and Identity Restoration Services** by IDX/Zerofox.
- In lieu of making a claim for Compensation for Ordinary Losses, Extraordinary Losses, and/or Attested Lost Time, Settlement Class Members can elect to receive $70 as an **Alternative Cash Payment.** The Alternative Cash Payment can be combined only with a claim for Credit Monitoring and Identity Restoration Services.

How Do I Receive Settlement Benefits? Settlement Class Members must submit a Claim Form online at WEBSITE or by mailing a completed Claim Form postmarked no later than DEADLINE to the Settlement Administrator. If you do not submit a Claim Form, you will not receive a payment from the Settlement.

SUBMIT YOUR CLAIM

What Are My Options? If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue PCLS about the claims resolved by this Settlement. If you **exclude yourself**, you will not receive a payment, but you will keep your right to sue PCLS in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is DEADLINE. Visit WEBSITE for complete details on how to exclude yourself from, or object to, the Settlement.

The Court's Hearing. The Court will hold a Final Approval Hearing at TIME, on DATE, in Courtroom XX located at INSERT COURT ADDRESS. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider an Award for Attorneys' Fees and Expenses, and Service Awards for the Settlement Class Representatives, to be paid from the Settlement Fund. If there are objections, the Court will consider them.

This Notice is only a Summary.
For additional information, please visit WEBSITE or call toll-free 1-XXX-XXX-XXXX.

Unsubscribe