

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

SHAEFFER, LEHUTA, MEAD,
individually, and on behalf of a
putative class,

Plaintiffs

vs.

NWRPC LLC,

Defendant.

Case No.: 25-2-08462-6

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant partners with businesses to implement and maintain retirement plan solutions for their employees.

2. During the regular course of providing its services, Defendant collects and maintains the Private Information belonging to its clients' employees.

3. On August 31, 2024, an unauthorized third-party cybercriminal infiltrated Defendant's computer systems and gained access to the Private Information of approximately 68,500 individuals.

4. Thereafter, Defendant began notifying the impacted individuals that their Private Information may have been impacted by the Data Incident.

¹ All capitalized terms herein shall have the same meanings as those defined in Section II herein.

5. On May 9, 2025, Plaintiff Tera Shaeffer filed the instant Action. Thereafter, two additional complaints were filed by Plaintiffs Jennifer Lehuta and Hannah Mead. All three actions had similar claims and sought to represent the same national class of individuals who were impacted in the Data Incident.

6. All three actions were removed to the United States District Court for the Western District of Washington. Plaintiff Shaeffer moved to remand her action back to state court.

7. Thereafter, the Parties began discussing settlement and scheduled a mediation with experienced class action mediator Jill Sperber, Esq.

8. To conserve resources, the Parties agreed to stay all three actions pending the outcome of the mediation. The Court then stayed the actions.

9. In advance of the mediation, Plaintiffs consulted with liability and damage experts. The Parties also exchanged mediation statements in advance of the mediation.

10. The Parties mediated on October 8, 2025. Following a full day of mediation, the Parties reached an agreement on the material terms of a classwide settlement.

11. Thereafter, the Parties notified the *Shaeffer* court that the Parties had reached a settlement, but that since jurisdiction was proper in state court, and given Plaintiffs' challenge to federal court jurisdiction and to avoid any possible challenges to the settlement reached, they were jointly requesting the court remand the case back to state court. They contemporaneously dismissed the *Lehuta* and *Mead* actions.

12. On December 3, 2025, Shaeffer Court granted the Parties joint motion to remand.

13. On December 19, 2025, the remanded action was acknowledged by this Court.

14. On December 22, 2025, the Plaintiffs filed their consolidated Complaint, adding Plaintiffs Lehuta and Mead and dismissing all defendants, except for NWRPC LLC, whose name

was corrected from the initial complaint to ensure the real party at interest was properly named.

15. The Parties now agree to settle the Action (including all allegations made in the Related Actions) entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

16. “**Action**” means the consolidated class action lawsuit entitled: *Shaeffer v. NWRPC LLC*, Case No. 25-2-08462-6, pending in the Superior Court of Pierce County, Washington.

17. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement.

18. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval for attorneys’ fees and costs for Class Counsel, and Service Awards for the Class Representatives.

19. “**Cash Payment**” means compensation paid to Settlement Class Members who submitted a Claim and elected Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

20. “**Cash Payment A – Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum payment of \$3,000.00, that Settlement Class Members, who incurred documented losses related to fraud or identity theft, may elect pursuant to Section IV herein.

21. “**Cash Payment B – Alternate Cash**” means the Settlement Class Member Benefit consisting of a flat cash payment of \$50.00 that Settlement Class Members may elect pursuant to Section IV herein.

22. “**Claim**” means the submission of a Claim Form by a Claimant to elect a Cash Payment and/or Credit Monitoring.

23. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 2*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

24. “**Claim Form Deadline**” shall be 60 days after the Notice Date and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Class Member Benefit.

25. “**Claimant**” means a Settlement Class Member who submits a Claim Form.
26. “**Claims Process**” means the process by which Settlement Class Members may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.
27. “**Class Counsel**” means Kaleigh N. Boyd of Tousley Brain Stephens PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A., and Gary Klinger of Milberg PLLC.
28. “**Class List**” means the list of Settlement Class Members’ names and postal addresses that Defendant maintains that Defendant shall prepare and provide to the Settlement Administrator no later than 10 days after entry of the Preliminary Approval Order.
29. “**Class Representatives**” mean the Plaintiffs who are approved by the Court to serve as Class Representatives.
30. “**Complaint**” means the consolidated complaint filed by Plaintiffs on December 22, 2025.
31. “**Court**” means the Superior Court of Pierce County, Washington and the Judge(s) assigned to the Action.
32. “**Data Incident**” means the unauthorized third-party access to Defendant’s network occurring on or around August 31, 2024, in which an unauthorized third-party obtained files containing personal information, and which is the subject of the Action.
33. “**Defendant**” means NWRPC LLC, the defendant in the Action.
34. “**Defendant’s Counsel**” means Kristine McAlister Brown and Gavin Reinke of Alston & Bird LLP.
35. “**Effective Date**” means the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the

Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

36. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

37. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

38. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as *Exhibit 5*.

39. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

40. “**Credit Monitoring**” means the three years of one credit bureau of credit monitoring that Settlement Class Members may elect to receive pursuant to Section IV herein.

41. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards.

42. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

43. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

44. “**Notice Date**” means the date by which notice will be fully commenced, which

shall be 30 days after the Court enters the Preliminary Approval Order.

45. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, Settlement Website, and the Settlement Class telephone line.

46. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

47. “**Objection Deadline**” means the deadline by which written objections to the Settlement must be filed in the Action’s electronic docket or postmarked as set forth in the Preliminary Approval Order. Such deadline shall be 60 days after the Notice Date.

48. “**Opt-Out Deadline**” means the deadline by which written requests for exclusion from the Settlement must be submitted online or postmarked as set forth in the Preliminary Approval Order. Such deadline shall be 60 days after the Notice Date.

49. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant, collectively.

50. “**Plaintiffs**” means Tera Shaeffer, Jennifer Lehuta, and Hannah Mead, the plaintiffs in the Complaint.

51. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1* that the Settlement Administrator shall disseminate to Settlement Class Members by mail.

52. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

53. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

54. “**Private Information**” means information collected and/or maintained by Defendant, including, but not limited to some combination of names, dates of birth, and Social Security numbers.

55. “**Releases**” means the releases and waiver set forth in Section XII of this Agreement.

56. “**Released Claims**” means any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties, interest, attorneys’ fees, costs, or expenses, whether a known or Unknown Claim, suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data Incident, any legal, factual, or other allegations in the Action, or any theories of recovery that were, or could have been, raised at any point in the Action.

57. For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. and any similar statutes in effect in the United States or in any states in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment,

conversion, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

58. **“Released Parties”** means:

- a. Jireh Holdings, LLC, NWRPC LLC and each of their past, present, and future parents, subsidiaries, divisions, affiliates, whether indirect or direct, as well as these entities' predecessors, successors, and assigns, and their past, present, and future officers, directors, agents, investors, employees, representatives, insurers and reinsurers as well as those entities' third-party administrators, shareholders, owners, attorneys, advisors, consultants, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, creditors, lenders, retailers, and the predecessors, successors, and assigns of each of them; *and*
- b. Universal Auto Group I, Inc. d/b/a Tacoma Dodge Chrysler Jeep, The Good Food Store, Inc., and Westhill, Inc., and each of their past, present, and future parents, subsidiaries, divisions, affiliates, whether indirect or direct, as well as

these entities' predecessors, successors, and assigns, and their past, present, and future officers, directors, agents, investors, employees, representatives, insurers, reinsurers, shareholders, owners, attorneys, advisors, consultants, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, creditors, lenders, retailers, and the predecessors, successors, and assigns of each of them; *and*

- c. All entities, including but not limited to former and current NWRPC LLC clients, whose information, was accessed, compromised, or impacted by the Data Incident, and each of their past, present, and future parents, subsidiaries, divisions, affiliates, whether indirect or direct, as well as these entities' predecessors, successors, and assigns, and their past, present, and future officers, directors, agents, investors, employees, representatives, insurers, reinsurers, shareholders, owners, attorneys, advisors, consultants, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, creditors, lenders, retailers, and the predecessors, successors, and assigns of each of them.

Released Parties expressly include, but are not limited to, all entities whose information was accessed, compromised, or impacted by the Data Incident, regardless of whether such entities are identified in any Notice of Settlement sent to Settlement Class Members. It is the Parties' intent that all entities that are Released Parties benefit from the Agreement and are entitled to enforce the Agreement fully and directly, including without limitation the Agreement's Releases in Section XII.

59. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their

respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

60. “**Service Awards**” means the payment the Court may award the Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members.

61. “**Settlement Administrator**” means Simpluris, Inc.

62. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator relating to Notice and Settlement administration.

63. “**Settlement Class**” means the approximately 68,500 living individuals identified on the Class List whose Private Information was determined by NWRPC’s data review to have been potentially impacted in the Data Incident. Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of NWRPC, LLC; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (c) any Settlement Class Member who properly opts-out of the Settlement.

64. “**Settlement Class Member**” means any member of the Settlement Class.

65. “**Settlement Class Member Benefits**” means Cash Payments and Credit Monitoring.

66. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as

other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

67. “Unknown Claims” means any and all Released Claims that any Settlement Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Settlement Class Representatives and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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.

The Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement

68. “Valid Claim” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member

personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Pacific time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

69. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

IV. Settlement Consideration

70. Defendant has agreed to pay all claims made for Cash Payments and Credit Monitoring, all Settlement Administration Costs, and any court-approved attorneys' fees, costs, and Service Awards with the understanding and agreement that Defendant's maximum obligation under the Settlement is to pay a sum total of no more than \$1,200,000.00 for the above. For the sake of clarity, in no event shall Defendant be obligated to pay more than \$1,200,000.00 in connection with the Settlement of the Action.

71. No later than three business days after entry of the Preliminary Approval Order, Class Counsel and/or the Settlement Administrator shall furnish to Defendant any required account information, wiring instructions, or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account).

72. All Settlement Class Members may submit a Claim for one of two Cash Payment options: (a) Cash Payment A – Documented Losses; or (b) Cash Payment B – Alternate Cash. Additionally, all Settlement Class Members may elect to receive three years of Credit Monitoring. Settlement Class Members who fail to submit a Valid Claim or opt out of the Settlement will release their claims against Defendant without receiving a Cash Payment or Credit Monitoring.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to \$3,000.00 per Settlement Class Member upon presentment of documented losses related to fraud or identity theft related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form and attest under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation to support that the out-of-pocket expenses were the result of the Data Incident. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise. Failure to provide supporting documentation as requested on the Claim Form shall preclude a Settlement Class Member from receiving reimbursement for Cash Payment A – Documented Losses. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected

by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be converted to Cash Payment B – Alternate Cash.

b. Cash Payment B – Alternate Cash

In lieu of electing Cash Payment A – Documented Losses, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which is a flat cash payment of \$50.00.

c. Credit Monitoring

In addition to electing a Cash Payment, Settlement Class Members may elect to receive three years of credit monitoring with one credit bureau.

73. ***Pro Rata Adjustments on Cash Payments*** – Settlement Class Cash Payments will be subject to a *pro rata* decrease in the event the total amount of the Cash Payments, cost of Credit Monitoring, Settlement Administration Costs, and court-approved attorneys’ fees, costs, and Service Awards exceeds \$1,200,000.00. For purposes of calculating the *pro rata* decrease, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Settlement Administration Costs; (2) Attorneys’ Fees, Costs, and Service Awards; (3) Credit Monitoring; and (4) Cash Payments. Any *pro rata* decreases to Cash Payments will be on an equal percentage basis.

74. Defendant will enter into an agreement with the Settlement Administrator related to the payment of the Settlement Administration Costs. That agreement will provide that the Settlement Administrator will provide Defendant with an invoice for the cost of Notice to the Settlement Class, wire information, and a W-9 form within five days of Preliminary Approval. Within 30 days of receipt of the payment information herein, Defendant will pay sufficient funds to the Settlement Administrator to cover the cost of Notice to the Settlement Class.

V. Settlement Approval

75. Within 10 days following remand of the *Shaeffer* Action to state court, Class Counsel shall file a Consolidated Complaint as described above and a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

76. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiffs as Class Representatives, Jeff Ostrow, Gary Klinger, and Kaleigh Boyd as Class Counsel, and Simpluris, Inc. as the Settlement Administrator for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

77. Class Counsel shall share drafts of any memoranda in support of Preliminary Approval, Final Approval, and Attorneys' Fees, Costs, and Service Awards with Defendant at least two business days before filing the same and shall consider any proposed edits by Defendant in good faith.

VI. Settlement Administrator

78. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. Class Counsel and Defendant's Counsel shall jointly oversee the

Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the Washington Constitution.

79. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, distributing the Cash Payments and ensuring the Credit Monitoring activation codes are sent to Settlement Class Members who submit Valid Claims.

80. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members. Specifically, the Settlement Administrator, in its sole discretion to be reasonably exercised will determine whether: (i) the Claimant is a Settlement Class Member; (ii) the Claimant has provided all information required to complete the Claim Form by the Claim Form Deadline, including any documentation that may be necessary to reasonably support amounts claimed under Paragraph 72(a); and (iii) the information submitted would lead a reasonable person to conclude, for a Settlement Claim for Cash Payment A – Documented Losses submitted under Paragraph 72(a), that the alleged losses are fairly traceable to the Data Incident;

- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- e. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- f. Responding to any mailed Settlement Class Member inquiries;
- g. Processing all opt-out requests from the Settlement Class;
- h. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- i. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the number of Claims for each form of Cash Payment, and the number of Claims for Credit Monitoring, providing the names of each Settlement Class Member who timely and properly requested to opt out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- j. Invoicing Defendant for the funds necessary to pay all Cash Payments and

for the Cost of Credit Monitoring and collecting said funds;

k. After the Effective Date, processing and transmitted any and all Cash Payments to Settlement Class Members;

l. Ensuring the dissemination of emails to Settlement Class Members instructing how to activate the Credit Monitoring service; and

m. Any other Settlement administration function at the instruction of Class Counsel and Defendant.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

81. Defendant will make available to the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

82. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Postcard Notice shall be sent to all Settlement Class Members. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 60 days following entry of the Preliminary Approval Order, the Settlement Administrator shall re-mail notices to those Settlement Class Members for whom the initial Postcard Notice was undeliverable.

83. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-

Out Deadline for Settlement Class Members to opt out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

84. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in a printable version that can be sent by U.S. Mail to the Settlement Administrator. Claims submitted directly on the Settlement Website shall require a unique code to be provided by the Settlement Administrator on the Postcard Notice.

85. The Long Form Notice also shall include a procedure for Settlement Class Members to opt out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt out of the Settlement Class before the end of the Opt-Out Deadline by mailing a request to opt out to the Settlement Administrator postmarked by the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a

request to be excluded from the Settlement Class. Mass or class opt-outs, or other purported group opt-outs signed by an attorney, are not permitted and will not be accepted. Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator. Any Settlement Class Member who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

86. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection prior to the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope. If submitted by courier (*e.g.*, Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

87. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement

within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

h. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including the taking of depositions and propounding document requests.

88. The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

VIII. Claim Form Process and Disbursement of Settlement Class Member Benefits

89. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Cash Payment and Credit Monitoring and how to submit a Claim Form.

90. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

91. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

92. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

93. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can

instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

94. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree. For the avoidance of doubt, the Settlement Administrator is not required to request supplemental

Claim information, and in reasonably exercising its discretion, may deny a Claim without requesting supplemental Claim information.

95. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

96. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims;
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant

using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

97. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel. Additionally, the Parties shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

98. The Settlement Administrator shall invoice the Defendant for the amount necessary to pay all Cash Payments and for the cost of Credit Monitoring no later than 20 days after the Effective Date. The Defendant shall fund or cause to be funded to the Settlement Administrator the amount requested in the invoice no later than 30 days after receipt of the invoice referenced above, wire transfer instructions, and a W-9 form.

99. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

100. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 15 days after receipt of the funds referenced in Paragraph 98 above.

101. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will

have a period of 180 days to select their electronic payment or cash their paper check. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

IX. Final Approval Order and Final Judgment

102. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days after the Notice Date. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

103. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Awards, Attorneys' Fees and Costs

104. ***Service Awards*** – The Class Representatives may seek Service Awards of up to \$2,500 each, subject to Court approval. The Service Awards approved by the Court shall be paid by the Defendant to Class Counsel (on behalf of the Class Representatives) by wire transfer to an account designated by Class Counsel within 30 days of the Effective Date. Class Counsel shall provide wire transfer instructions and a W-9 form to Defendant no later than the Effective Date.

105. ***Attorneys' Fees and Costs*** – Class Counsel shall apply to the Court for an award of attorneys' fees and litigation costs of up to \$400,000.00. The attorneys' fees and cost award approved by the Court shall be paid by the Defendant to Class Counsel by wire transfer to an account designated by Class Counsel within 30 days of the Effective Date. Class Counsel shall provide wire transfer instructions and a W-9 form to Defendant no later than the Effective Date.

Class Counsel agrees not to seek an award of attorneys' fees or costs in connection with the remand of Plaintiff Shaeffer's action to state court.

106. This Settlement is not contingent on approval of the request for attorneys' fees, costs, or Service Awards, and if the Court denies the requests or grants amounts less than what were requested, the remaining provisions of the Agreement shall remain in force. The provision for attorneys' fees and costs was negotiated after all material terms of the Settlement.

XI. Disposition of Residual Funds

107. In the event there are funds remaining from uncashed checks for 20 days following a 180 day period to cash checks or for Settlement Class Members to select the form of electronic payment, following payment of Settlement Class Member Payments, any residual funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court. The Parties agree to propose the Legal Foundation of Washington as the *cy pres* recipient.

XII. Releases

108. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had.

109. The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the

Released Claims.

110. Settlement Class Members who opt out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

111. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XIII. Termination of Settlement

112. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

113. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

114. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

115. In the event this Agreement is terminated or fails to become effective, the Settlement Administrator may retain any Settlement Administration Costs that have been incurred and have already been paid by Defendant. The Settlement Administrator shall return any remaining funds Defendant has paid to it within 20 days of termination or failure of this Agreement to become effective.

XIV. Effect of Termination

116. The grounds upon which this Agreement may be terminated are set forth in Section XIII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

117. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for

any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XV. No Admission of Liability

118. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

119. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

120. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made,

or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

121. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) 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 Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

122. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVI. Miscellaneous Provisions

123. *Confidentiality* – To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all Settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel

from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

124. ***Gender and Plurals*** – As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

125. ***Binding Effect*** – This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

126. ***Cooperation of Parties*** – The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

127. ***Obligation to Meet and Confer*** – Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

128. ***Integration and No Reliance*** – This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have

been made by any Party hereto, except as provided for herein.

129. **No Conflict Intended** – Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

130. **Governing Law** – Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Washington, without regard to the principles thereof regarding choice of law.

131. **Counterparts** – This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

132. **Jurisdiction** – The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

133. **Notices** – All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to the following:

If to Plaintiffs or Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A
One West Las Olas Blvd., Ste. 500
Fort Lauderdale, Florida 33301
ostrow@kolawyers.com

Gary Klinger
Milberg PLLC
227 West Monroe Street, Ste. 2100
Chicago, Illinois 60606
gklinger@milberg.com

Kaleigh N. Boyd
Tousley Brain Stephens PLLC
1200 Fifth Avenue, Ste. 1700
Seattle, Washington 98101
kboyd@tousley.com

If to Defendant or Defendant's Counsel:

Kristine McAlister Brown
Gavin Reinke
Alston & Bird LLP
1201 West Peachtree Street
Atlanta, GA 30309
kristy.brown@alston.com
gavin.reinke@alston.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

134. **Modification and Amendment** – This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

135. **No Waiver** – The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent,

or contemporaneous, of this Agreement.

136. **Authority** – Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant’s Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

137. **Agreement Mutually Prepared** – Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

138. **Independent Investigation and Decision to Settle** – The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) even if they may hereafter 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 Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties’ intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance

of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

139. ***Receipt of Advice of Counsel*** – Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Page to Follow

CLASS COUNSEL (for Plaintiffs and the Settlement Class)



Jeffrey Ostrow (Dec 23, 2025 14:21:32 EST)

Jeff Ostrow
KOPELOWITZ OSTROW P.A.



Gary Klinger (Dec 23, 2025 13:22:00 CST)

Gary Klinger
MILBERG PLLC



Kaleigh N. Boyd (Dec 23, 2025 14:05:57 PST)

Kaleigh N. Boyd
TOUSELY BRAIN STEPHENS PLLC

NWRPC LLC



By **Scott M. Feit**
Its **NWRPC LLC**

COUNSEL FOR NWRPC LLC



Gavin Reinke
ALSTON & BIRD LLP

EXHIBIT 1
(POSTCARD NOTICE)

NWRPC Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

First-Class
Mail
US Postage
Paid
Permit # __

Shaeffer v. NWRPC, LLC
Case No. 25-2-08462-6

IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE AUGUST 2024
NWRPC DATA INCIDENT, A PROPOSED
CLASS ACTION SETTLEMENT MAY AFFECT
YOUR RIGHTS AND ENTITLE YOU TO
BENEFITS AND A CASH PAYMENT.

A court has authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.



Why am I receiving this notice?

A Settlement has been reached with NWRPC, LLC (“NWRPC”) in a class action lawsuit (“Settlement”). The case is about the August 2024 cyberattack on NWRPC’s computer systems (the “Data Incident”). Files containing Private Information were accessed. NWRPC denies that it did anything wrong, and the Court has not decided who is right. The Parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the Settlement Class as: “The approximately 68,500 living individuals identified on the Class List whose Private Information was determined by NWRPC’s data review to have been potentially impacted in the Data Incident”

The Court has appointed experienced attorneys, called “Class Counsel,” to represent the Settlement Class.

What are the Settlement benefits?

You can claim three years of **Credit Data Monitoring** and **one** of two **Cash Payment** options.

Cash Payment A – Documented Losses: If you have documented losses you can receive to **\$3,000** for fraud or identity theft losses.

Cash Payment B – Alternate Cash: *Instead of any payments from Cash Payment A, you can get a one-time \$50 payment.*

Full details and instructions are available online and in the Long Form Notice.

How do I receive a Settlement benefit?

If you are claiming documented losses for identity theft/fraud, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**. Claims must be submitted online or postmarked by **[Claims Deadline]**.

What if I don't want to participate in the Settlement or do not like it?

If you do not want to be part of the Settlement, you must opt-out by **[Opt-Out Deadline]** or you will not be able to sue NWRPC for the claims made in this lawsuit. If you opt-out, you cannot submit a claim for benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Long Form Notice and Settlement Agreement, available online, explain how to opt-out or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for attorneys’ fees and costs of up to \$400,000, and \$2,500 as a Service Award for each of the Class Representatives. You may attend the hearing at your own cost, but you do not have to.



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



NWRPC Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958



NWRPC Data Incident Settlement

«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return by U.S.

Mail no later than **[Claims Deadline]**.

Login ID: «LoginID»

PIN: «PIN»

Only one Claim Form per Class Member.

INSTRUCTIONS: Use this card to submit your claim for three years of Credit Data Monitoring and/or the \$50.00 Cash Payment B–Alternate Cash.

To claim cash payments for documented losses from identity theft or fraud, visit the Settlement Website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

Check this box to enroll in three years of **Credit Data Monitoring**.

Check this box to claim a one-time \$50.00 Cash Payment B–Alternate Cash.

How would you like to be paid:

Check one: PayPal Venmo Zelle Virtual Prepaid Card Check (sent to above address)

For digital payment options, please PRINT your email address
LEGIBLY on the line below and doublecheck that it is correct: _____

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

EXHIBIT 2
(LONG FORM NOTICE)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Shaeffer v. NWRPC, LLC
Case No. 25-2-08462-6
Superior Court of Pierce County, Washington

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE AUGUST 2024 NWRPC DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this Notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with NWRPC, LLC (“NWRPC”) in a class action lawsuit. This case is about the targeted cyberattack on NWRPC's computer systems that occurred in August 2024 (the “Data Incident”). Certain files were accessed that may have contained Private Information such as names, dates of birth, and Social Security numbers.
- The lawsuit is called *Shaeffer v. NWRPC, LLC*, Case No. 25-2-08462-6. It is pending in the Superior Court of Pierce County, Washington (“Action”).
- NWRPC denies that it did anything wrong, and the Court has not decided in favor of any party.
- The parties have agreed to settle the Action (“Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing litigation.
- NWRPC's records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from NWRPC.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>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 Settlement Website and mail it to the Settlement Administrator.</p>	<u> </u> , 2025
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement and receive no Cash Payment or Credit Monitoring. This option allows you to sue, continue to sue, or be part of another lawsuit against NWRPC related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2025
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 submit a claim for Settlement Class Member Benefits.	<u> </u> , 2025
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 or payments from this Settlement. You will give up the right to sue, continue to sue, or be part of another lawsuit against NWRPC related to the legal claims resolved and released by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this Action still has to decide whether to approve the Settlement.

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Basic Information

1. Why was this Notice issued?

The Superior Court of Pierce County, Washington, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Shaeffer v. NWRPC, LLC*, Case No. 25-2-08462-6. It is pending in the Superior Court of Pierce County, Washington. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, NWRPC, LLC, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the August 2024 targeted cyberattack on NWRPC's computer systems, certain files that contained Private Information were accessed. These files may have contained Private Information such as names, dates of birth, and Social Security numbers.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt-out from the settlement. In this proposed Settlement, the Class Representatives are Tera Shaeffer, Jennifer Lehuta, and Hannah Mead. Everyone included in this Action are the Settlement Class Members.

4. Why is there a Settlement?

The Court did not decide in favor of either the Plaintiffs or NWRPC. Both parties have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is fair, reasonable, and adequate and thus, best for all Settlement Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Settlement Class this way: “The approximately 68,500 living individuals identified on the Class List whose Private Information was determined by NWRPC’s data review to have been potentially impacted in the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (a) directors, officers, and employees of NWRPC; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (c) any Settlement Class Members who properly opt-out of the Settlement.

If you are not sure whether you are a Settlement Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: NWRPC Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members may claim **Credit Monitoring** and one of two **Cash Payment** options. The benefits are explained in more detail below.

CREDIT MONITORING. All Settlement Class Members may elect to receive three years of credit monitoring with one credit bureau.

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENTS. Settlement Class Members may submit a claim for one of the two cash payment options if they have documented losses related to fraud or identity theft related to the Data Incident.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$3,000.00**. The losses must have occurred between August 31, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit

- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

-OR-

Cash Payment B – Alternate Cash. Instead of Cash Payment A, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

There is an aggregate cap of \$1,200,000.00 for Settlement Class Cash Payments. This means that if the total for all Settlement Class Cash Payments claims is over \$1,200,000.00, everyone’s payment will be subject to a *pro rata* decrease so that the total amount is \$1,200,000.00.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: NWRPC Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

If you stay in the Settlement Class, you won’t be able to be part of any other lawsuit against NWRPC about the issues that this Settlement covers. The “Releases” section of the Settlement Agreement (Section XII) describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for Settlement Benefits

9. How do I submit a Claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

NWRPC Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free,

1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

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, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a Final Approval Hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

Please be patient.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Kaleigh N. Boyd of Tousley Brain Stephens PLLC; Jeff Ostrow of Kopelowitz Ostrow P.A.; and Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, to represent you and other Settlement Class Members (“Class Counsel”).

13. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to \$400,000.00 as reasonable attorneys’ fees and costs of litigation. This amount will be paid by NWRPC.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid by NWRPC.

Opting-Out of the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called an Opt-Out Request.

If you opt-out, 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 opt-out. However, you will keep any rights you may have to sue NWRPC on your own about the legal issues in this case.

The deadline to opt-out of the Settlement is [Opt-Out Deadline].

To be valid, your Opt-Out Request must have the following information:

- (1) the name of the Action: *Shaeffer v. NWRPC, LLC*, Case No. 25-2-08462-6, pending in the Superior Court of Pierce County, Washington;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Opt-Out Request” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Opt-Out Request to the Settlement Administrator at:

NWRPC Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Opt-Out Request must be submitted and postmarked by [Opt-Out Deadline].

Commenting on or Objecting to the Settlement

16. 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 part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have opted-out from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Action: *Shaeffer v. NWRPC, LLC*, Case No. 25-2-08462-6, pending in the Superior Court of Pierce County, Washington;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- (4) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;
- (5) the identity of all counsel (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection to

the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards and whether they will appear at the Final Approval Hearing;

- (6) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- (7) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (8) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (9) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be considered, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection by U.S. Mail to the Settlement Administrator, Class Counsel, and NWRPC's Counsel.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	NWRPC Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for NWRPC
Jeff Ostrow Kopelowitz Ostrow P.A One West Las Olas Blvd., Ste. 500 Fort Lauderdale, Florida 33301 Gary Klinger Milberg Coleman Bryson Phillips Grossman PLLC 227 West Monroe St., Ste. 2100 Chicago, Illinois 60606 Kaleigh N. Boyd Tousley Brain Stephens PLLC 1200 Fifth Ave., Ste. 1700 Seattle, Washington 98101	Kristin McAlister Brown Gavin Reinke Alston & Bird LLP 1201 West Peachtree St. Atlanta, Georgia 30309

17. 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 opt-out from the Settlement. Opting-out from the Settlement is 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

18. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing on **[FA Hearing Date]** at **[Hearing Time] Pacific Time**, in Room **[Court Room]** of the Superior Court of Pierce County, Washington, at **[Court Address]**.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for Service Awards to the Class Representatives. The Court will also consider any timely objections to the Settlement.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

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

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, **www.[SettlementWebsite].com**.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: 1-**XXX-XXX-XXXX**

- By mail: NWRPC Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

**EXHIBIT 3
(CLAIM FORM)**

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

«Case_Name»
Case No. «Case_Number»
«Court»

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The Court has defined the Class as: “The approximately 68,500 living individuals identified on the Class List whose Private Information was determined by NWRPC’s data review to have been potentially impacted in the Data Incident.”

Excluded from the Settlement Class are: (a) directors, officers, and employees of NWRPC, LLC; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (c) any Settlement Class Members who properly opt-out of the Settlement.

COMPLETE THIS CLAIM FORM IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

All Settlement Class Members may claim **Credit Monitoring** and **one** of two **Cash Payment** options. The benefits are explained in more detail below.

CREDIT MONITORING. All Settlement Class Members may elect to receive three years of credit monitoring with one credit bureau.

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENTS. Settlement Class Members may submit a claim for **one** of the two cash payment options if they have documented losses related to fraud or identity theft related to the Data Incident.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$3,000.00**. The losses must have occurred between August 31, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

«Case_Name»
Case No. «Case_Number»
«Court»

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

include those to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

-OR-

Cash Payment B – Alternate Cash. Instead of Cash Payment A, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

There is an aggregate cap of \$1,200,000.00 for Settlement Class Cash Payments. This means that if the total for all Settlement Class Cash Payments claims is over \$1,200,000.00, everyone's payment will be subject to a *pro rata* decrease so that the total amount does not exceed \$1,200,000.00.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: NWRPC Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE USING YOUR UNIQUE LOGIN ID AND PIN AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form, and submit it by U.S. mail.

You must submit your Claim Form online or by mail no later than [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must be submitted online or postmarked by: **[Claims Deadline]**

«Case_Name»
Case No. «Case_Number»
«Court»

Your claim must be submitted online or postmarked by: **[Claims Deadline]**

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

IV. CASH PAYMENT B – ALTERNATE CASH

Check this box if you want to claim a one-time \$50.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION III.**

V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

- PayPal**
Email address, if different than you provided in Section I: _____
- Venmo**
Mobile number, if different than you provided in Section I: _____
- Zelle**
Email address or mobile number, if different than you provided in Section I: _____
- Virtual Prepaid Card**
Email address, if different than you provided in Section I: _____
- Physical Check**
Payment will be mailed to the address provided in Section I.

VI. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, 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 by the Settlement Administrator before my claim is considered complete and valid.

Signature Printed Name Date



EXHIBIT 4
(PRELIMINARY APPROVAL ORDER)

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

SHAEFFER, LEHUTA, MEAD,
individually, and on behalf of a
putative class,

Plaintiffs

vs.

NWRPC, LLC,

Defendant.

Case No.: 25-208462-6

PRELIMINARY APPROVAL ORDER

WHEREAS, this Action¹ is a putative class action before this Court;

WHEREAS, Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendant, have entered into the Settlement Agreement, which is subject to review and approval by the Court under Washington Rule of Civil Procedure 23(a) and (b)(3) and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Defendant should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed Motion for Preliminary Approval requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint Plaintiffs as Class Representatives; (3) appoint Kaleigh N. Boyd, Jeff Ostrow, and Gary Klinger as Class Counsel; (4) preliminarily approve the Settlement; (5) appoint Simpluris, Inc. as the Settlement Administrator; (6) approve the Notice Program and direct that Notice be sent to the Settlement Class; (7) approve the Claim Form and Claims Process; (8) approve the Settlement's opt-out and objection procedures; (8) stay all deadlines in the Action pending Final Approval of the Settlement; (9) enjoin and bar all members of the Settlement Class from initiating or continuing

¹ The capitalized terms herein shall have the same meanings as those used in Section II of the Settlement Agreement, attached to the Motion for Preliminary Approval as *Exhibit A*.

1 in any litigation or asserting any claims against Defendant and the Released Parties arising out
2 of, relating to, or in connection with the Released Claims prior to the Court's decision to grant
3 Final Approval of the Settlement; and (10) set a date for the Final Approval Hearing; and

4 WHEREAS, the Court having reviewed the Motion along with the Settlement and its
5 exhibits and finding that substantial and efficient grounds exist for entering this Preliminary
6 Approval Order granting the relief requested.

7 NOW, THEREFORE, IT IS HEREBY ORDERED:

8 1. **Settlement Class Certification:** Pursuant to Washington Rule of Civil Procedure
9 23(a) and (b)(3), and for purposes of settlement only, the Action is hereby preliminarily certified
10 as a class action on behalf of the following Settlement Class:

11 The approximately 68,500 living individuals identified on the Class List whose
12 Private Information was determined by NWRPC's data review to have been
13 potentially impacted in the Data Incident.

14 2. **Settlement:** The Settlement provides Cash Payments and Credit Monitoring that
15 Defendant is obligated to pay under the Settlement. Defendant is also obligated to pay all
16 Settlement Administration Costs, and any Court-approved attorneys' fees, costs, and Service
17 Awards; provided, however, that Defendant's maximum obligation under the Settlement is to
18 pay a sum total of no more than \$1,200,000.00. For the sake of clarity, in no event shall
19 Defendant be obligated to pay more than \$1,200,000.00 in connection with the Settlement of the
20 Action.

21 3. The terms of the Settlement are preliminarily approved and likely to be approved
22 at the Final Approval Hearing pursuant to Washington Rule of Civil Procedure 23(c) and (e) as
23 fair, reasonable, and adequate.

24 4. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and
25 without any adjudication on the merits, that the prerequisites for certifying the Action as a class
26 action under Washington Rule of Civil Procedure 23(a) and (b)(3) have been satisfied, and that
27 the Court will likely certify at the Final Approval stage a Settlement Class.

1 5. As to Rule 23(a), the Court finds that: (a) the number of Settlement Class members
2 is so numerous that joinder is impracticable; (b) there are questions of law and fact common to
3 the Settlement Class; (c) the claims of the proposed Class Representatives are typical of the
4 claims of the Settlement Class; (d) the proposed Class Representatives and Class Counsel have
5 and will fairly and adequately represent the interests of the Settlement Class.

6 6. As to Rule 23(b)(3), the Court finds that questions of law and fact common to the
7 Settlement Class predominate over any questions affecting individual members. Also, a class
8 action is superior to other available methods for fairly and efficiently adjudicating the Action
9 taking into consideration: (i) the interest of members of the class in individually controlling the
10 prosecution or defense of separate actions; (ii) the extent and nature of the litigation concerning
11 the controversy already commenced by or against members of the class; (iii) the desirability or
12 undesirability of concentrating the litigation of the claims in the particular forum; and (iv) the
13 difficulties likely to be encountered in the management of a class action. *See Wash. R. Civ. P.*
14 *23(b)(3).*

15 7. **Appointment of Class Representatives and Class Counsel:** The Court hereby
16 finds and concludes pursuant to Washington Rule of Civil Procedure 23(a)(4), and for purposes
17 of settlement only, that Plaintiffs are adequate to serve as Class a Representatives and hereby
18 appoints them to serve on behalf of the Settlement Class.

19 8. The Court finds that proposed Class Counsel have expended a reasonable amount
20 of time, effort, and expense investigating the Data Incident. It is clear from their track record of
21 success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable
22 concerning class action practice. For purposes of the Settlement only, the Court appoints Kaleigh
23 N. Boyd, Jeff Ostrow, and Gary Klinger as Class Counsel to act on behalf of the Settlement Class
24 and the Class Representatives with respect to the Settlement:

25 9. **Preliminary Approval of the Settlement:** The Court hereby preliminarily
26 approves the Settlement, as embodied in the Agreement, as being fair, reasonable, and adequate,
27

1 and in the best interest of the named Plaintiffs and the Settlement Class, subject to further
2 consideration at the Final Approval Hearing to be conducted as described below.

3 10. **Settlement Administrator:** Class Counsel are authorized to use Simpluris, Inc.
4 as the Settlement Administrator to supervise and administer the Notice Program and oversee the
5 Claims Process, as well as to administer the Settlement should the Court grant Final Approval.

6 11. **Approval of Notice Program and Notices:** The Court approves, as to form and
7 content, the Notice Program, including the Postcard Notice and Long Form Notice, substantially
8 in the forms attached as exhibits to the Agreement. The Court finds that the Notice Program: (a)
9 is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably
10 calculated, under the circumstances, to apprise Settlement Class members of the pendency of the
11 Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases
12 contained therein), and their right to opt-out of or to object to the proposed Settlement and appear
13 at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient notice to all persons
14 entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of
15 Washington Rule of Civil Procedure 23, due process, the rules of this Court, and all other
16 applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the
17 Settlement Website and included in the Postcard Notice and Long Form Notice, respectively,
18 before they are emailed, mailed, or published.

19 12. **Claim Form and Claims Process:** The Court approves the Claim Form as set
20 forth in the Settlement, and the Claims Process to be implemented by the Settlement
21 Administrator. The Claim Form is straightforward and easy to complete, allowing each
22 Settlement Class Member to elect the alternative Settlement Class Member Benefits, Should the
23 Court grant Final Approval to the Settlement, Settlement Class Members who do not opt-out of
24 the Settlement shall be bound by its terms even if they though do not submit Claims.

25 13. **Dissemination of Notice and Claim Forms:** The Court directs the Settlement
26 Administrator to disseminate the Notices and Claim Form, on or before the Notice Date, as
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1 approved herein. Class Counsel and Defendant's counsel are hereby authorized to use all
2 reasonable procedures in connection with approval and administration of the Settlement that are
3 not materially inconsistent with this order or the Settlement, including making, without the
4 Court's further approval, minor form or content changes to the Notices and Claim Form they
5 jointly agree are reasonable or necessary.

6 14. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member
7 of the Settlement Class who wishes to opt out from the Settlement Class must request exclusion
8 in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-
9 out requests must be sent to the Settlement Administrator and be postmarked no later than 60
10 days after the Notice Date and otherwise fully and strictly comply with the requirements of the
11 Settlement Agreement and Long Form Notice.

12 15. Any Settlement Class member who timely and validly opts-out from the
13 Settlement Class shall, provided the Court grants Final Approval: (a) be excluded from the
14 Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound
15 by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits.
16 Any Settlement Class member who does not timely and validly request to opt-out shall be bound
17 by the terms of this Settlement.

18 16. **Objections to the Settlement:** The Notice shall also provide that any Settlement
19 Class Member who does not opt-out from the Settlement Class may object to the Settlement
20 and/or the Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed
21 with the Clerk of the Court and mailed to the Settlement Administrator, Plaintiff's Counsel and
22 Defendant's Counsel. Objections must be submitted on behalf of a Settlement Class Member no
23 later than 60 days after the Notice Date and otherwise fully and strictly comply with the
24 requirements set forth in the Settlement Agreement and Long Form Notice. Class Counsel and/or
25 Defendant's counsel may conduct limited discovery on any objector consistent with the rules of
26 civil procedure, including taking depositions and propounding written discovery requests.
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1 17. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and**

2 **Service Awards:** Class Counsel intends to seek an award of up to \$400,000.00 as attorneys' fees
3 and litigation costs, and Service Awards of \$2,500.00 each for the Class Representatives to be
4 paid separately by the Defendant. These amounts appear reasonable, but the Court will defer
5 ruling on those awards until the Final Approval Hearing when considering Class Counsel's
6 Application for Attorneys' Fees, Costs, and Service Awards.

7 18. Class Counsel shall file their Motion for Final Approval and Application for
8 Attorneys' Fees, Costs, and Service Awards no later than 45 days after the Notice Date. At the
9 Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys'
10 fees and costs and Service Awards for the Class Representatives. In the Court's discretion, the
11 Court also will hear argument at the Final Approval Hearing from any Settlement Class Members
12 (or their counsel) who object to the Settlement or to the Application for Attorneys' Fees, Costs,
13 and Service Awards, provided the objector(s) submitted timely objections that meet all of the
14 requirements listed in the Settlement and in this order.

15 19. **Termination:** If the Settlement is terminated, not approved, canceled, fails to
16 become effective for any reason, or the Effective Date does not occur, this order shall become
17 null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class
18 members, and Defendant all of whom shall be restored to their respective positions in the Action
19 as provided in the Agreement.

20 20. **Stay:** All pretrial proceedings and deadlines in this Action are stayed and
21 suspended until further order of this Court, except such actions as may be necessary to implement
22 the Settlement and this Preliminary Approval Order.

23 21. Upon the entry of this order, with the exception of Class Counsel, Defendant's
24 Counsel, Defendant, and the Class Representatives implementation of the Settlement and the
25 approval process in this Action, all members of the Settlement Class shall be provisionally
26 enjoined and barred from asserting any claims or continuing any litigation against Defendant and
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1 the Released Parties arising out of, relating to, or in connection with the Released Claims prior
2 to the Court's decision as to whether to grant Final Approval of the Settlement.

3 22. **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court's
4 jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure
5 the effectuation thereof in accordance with the Settlement preliminarily approved herein and the
6 related orders of this Court.

7 23. **Final Approval Hearing:** The Court will hold a Final Approval Hearing. The
8 Final Approval Hearing will be conducted for the following purposes: (a) to determine whether
9 the proposed Settlement, on the terms and conditions provided for in the Settlement, is fair,
10 reasonable, and adequate, and should be approved by the Court; (b) to determine whether an
11 order of final judgment should be entered dismissing the Action on the merits and with prejudice;
12 (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund
13 is fair and reasonable and should be approved; (d) to determine whether any requested award of
14 attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives
15 should be approved; and (e) to consider any other matters that may properly be brought before
16 the Court in connection with the Settlement. The Court may elect to hold the Final Approval
17 Hearing virtually by Zoom or some other application, and if it does, the instructions on how to
18 attend shall be posted by the Settlement Administrator on the Settlement Website. The Court
19 further reserves the right to adjourn or continue the Final Approval Hearing and related deadlines
20 without further written notice to the Settlement Class. If the Court alters any of those dates or
21 times, the revised dates and times shall be posted on the website maintained by the Settlement
22 Administrator.

EXHIBIT 5
(FINAL APPROVAL ORDER)

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

SHAEFFER, LEHUTA, MEAD,
individually, and on behalf of a
putative class,

Case No.: 25-208462-6

Plaintiffs

vs.

NWRPC, LLC,

Defendant.

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**[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on _____, 2025, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Kaleigh N. Boyd, Jeff Ostrow, and Gary Klinger as Class Counsel; (5) appointed Simpluris, Inc. as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; (8) approved the opt-out and objection procedures; (9) set the Final Approval Hearing date; and (10) enjoined and stayed all other parallel state court proceedings;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order;

WHEREAS, on _____ 2026, the Court held a Final Approval Hearing to

1 determine whether the Settlement was fair, reasonable, and adequate, and to consider Class
2 Counsel's Applications for Attorneys' Fees, Costs, and Service Awards;

3 WHEREAS, based on the foregoing, having considered the papers filed and proceedings
4 held in connection with the Settlement, having considered all other files, records, and proceedings
5 in the Action, and being otherwise fully advised,

6 **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

7 1. This Final Approval Order incorporates the definitions in Section II of the
8 Settlement Agreement, unless otherwise defined herein.

9 2. The Notice provided to the Settlement Class in accordance with the Preliminary
10 Approval Order was the best notice practicable under the circumstances and constituted due and
11 sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice.
12 The Notice and Notice Program fully satisfied the requirements of due process, Washington Rule
13 of Civil Procedure 23 and all other applicable law and rules. The Claim Form was easily
14 understandable, and the Claim Process was fair.

15 3. The terms of the Settlement are fair, adequate, and reasonable.

16 4. In finding the Settlement fair, reasonable, and adequate, the Court has considered
17 the eight factors laid out by the Washington Supreme Court in *Pickett v. Holland Am. Line-*
18 *Westours, Inc.*, 145 Wash. 2d 178 (2001): (i) the likelihood of success by plaintiffs; (ii) the
19 amount of discovery or evidence; (iii) the settlement terms and conditions; (iv) recommendation
20 and experience of counsel; (v) future expense and likely duration of litigation; (vi)
21 recommendation of neutral parties, if any; (vii) number of objectors and nature of objections; and
22 (viii) the presence of good faith and the absence of collusion. The Court has also considered that
23 there were __ objections to the Settlement, and only __ timely opt-outs, indicating an
24 overwhelmingly positive reaction from the Settlement Class, and the opinion of competent
25 counsel concerning such matters.

26 5. A list of the individuals who have timely opted-out of the Settlement is attached
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1 hereto as *Exhibit A*. Those individuals will not be bound by the Agreement or the Releases
2 contained therein.

3 6. Based on the information presented to the Court, the Claim Process has proceeded
4 consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members
5 who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to
6 the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom
7 the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and
8 Releases therein.

9 7. The distribution plan for Settlement Class Member Benefits proposed by the
10 Parties in the Agreement is fair, reasonable, and adequate.

11 8. The Class Representatives and Class Counsel have fairly and adequately
12 represented and will continue to adequately represent and protect the interests of Settlement Class
13 Members in connection with the Settlement.

14 9. Because the Court grants Final Approval of the Settlement set forth in the
15 Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of
16 all terms and provisions of the Settlement.

17 10. All Parties to this Action, and all Settlement Class Members who did not timely
18 opt-out, are bound by the Settlement as set forth in the Agreement and this Final Approval Order.

19 11. The appointment of Plaintiffs as the Class Representatives is affirmed.

20 12. The appointment of Class Counsel is affirmed.

21 13. The appointment of the Settlement Administrator is affirmed.

22 14. The Court affirms its findings that the Settlement Class meets the relevant
23 requirements of Wash. R. Civ. P. 23(a) and (b) for Settlement purposes in that: (1) the number
24 of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are
25 questions of law and fact common to the members of the Settlement Class; (3) the claims of the
26 Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are
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1 adequate representatives for the Settlement Class and have retained experienced and adequate
2 Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class
3 predominate over any questions affecting any individual members of the Settlement Class; and
4 (6) a class action is superior to the other available methods for the fair and efficient adjudication
5 of the controversy.

6 15. Therefore, the Court finally certifies the following Settlement Class: “The
7 approximately 68,500 living individuals identified on the Class List whose Private Information
8 was determined by NWRPC’s data review to have been potentially impacted in the Data
9 Incident.” Excluded from the Settlement Class are all persons who are: (a) officers, directors, and
10 employees of Defendant; (b) the Judge assigned to the Action, that Judge’s immediate family,
11 and Court staff; and (c) any Settlement Class Member who properly opted-out of the Settlement.

12 16. Judgment shall be entered dismissing the Action with prejudice, on the merits.

13 17. As of the Effective Date, and in exchange for the relief described in the
14 Agreement, the Releasing Parties shall automatically be deemed to have fully, finally, and
15 irrevocably released and forever discharged the Released Parties as described in the Settlement
16 Agreement.

17 18. In the event there are funds remaining from uncashed checks in the Settlement
18 Fund 20 days following the 180-day check negotiation period, all remaining funds shall be
19 distributed to the Legal Foundation of Washington as the *cypres* recipient approved by the Court.

20 19. Class Counsel is awarded \$_____ for attorneys’ fees and costs. These
21 payments shall be made from the Defendant to Class Counsel, according to the Settlement’s
22 terms. The Court evaluated the reasonableness of Class Counsel’s request for attorneys’ fees
23 under the following factors:

- 24 (1) The time and labor required, the novelty and difficulty of the questions
25 involved, and the skill requisite to perform the legal service properly.
26 (2) The likelihood, if apparent to the client, that the acceptance of the particular
27 employment will preclude other employment by the lawyer.
(3) The fee customarily charged in the locality for similar legal services.
(4) The amount involved and the results obtained.

- (5) The time limitations imposed by the client or by the circumstances.
- (6) The nature and length of the professional relationship with the client.
- (7) The experience, reputation, and ability of the lawyer or lawyers performing the services.
- (8) Whether the fee is fixed or contingent.

Connelly v. Puget Sound Collections, 16 Wash. App. 62 (1976); see *Bowles v. Wash Dep't of Ret. Sys.*, 121 Wash. 2d 52, 72-73 (1993). The Court also used a lodestar cross-check to assess the reasonableness of the fee request. See *Hill v. Garda CL Nw., Inc.*, No. 09-2-07360-1 SEA, 2015 Wash Super. LEXIS 179, at *6-7 (Wash. Super. Ct., King Cnty. Dec. 10, 2015) (citing *Bowles*, 121 Wash. 2d at 73 and *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 & n.6 (9th Cir. 2002)).

20. The Class Representatives shall be awarded Service Awards in the amount of \$_____ each. The Service Awards shall be payable by the Defendant, according to the Settlement's terms.

21. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) an action arising out of or related in any way to the Released Claims or that are covered by the Releases against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal, currently pending or in the future, at any time, including during any appeal from this Final Approval Order.

22. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order, shall have fully released the Released Parties for the Released Claims.

23. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered, and

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EXHIBIT A

Opt-Out List

(To Be Completed Before Final Approval Hearing)

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- 2.