

Settlement Agreement

This settlement agreement, dated June 5, 2025, is made and entered into by and among Plaintiffs Jackie Stone, Nerys Jones, Davina Kim, Jean DeFond, and Shane Cozwith, individually and on behalf of the Settlement Class, and their heirs, assigns, or other successors in interest (“Plaintiffs”) and the Office of the Washington State Auditor, its officers, agents, and employees (“SAO”) and together with Plaintiffs, the “Settling Parties,” by and through their respective counsel. This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle all of Plaintiffs’ Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

RECITALS

WHEREAS, on February 2, 2021, Plaintiff Stahl filed a class action complaint in the Superior Court of the State of Washington, County of King, entitled *Jason Stahl v. Accellion USA LLC*, Case No. 21-2-01439-5 SEA (the “*Stone Action*”);

WHEREAS, on February 12, 2021, Plaintiff Cozwith filed a putative class action in the Superior Court of the State of Washington, County of King, entitled *Shane Cozwith v. Accellion USA LLC*, Case No. 21-2-02017-4 SEA (the “*Cozwith Action*”);

WHEREAS, on April 9, 2021, Plaintiffs Jackie Stone, Nerys Jones, Davina Kim, and Jean DeFond¹ filed a First Amended Class Action Complaint in the *Stone Action*, naming SAO as a Defendant;

WHEREAS, on July 31, 2021, the *Stone* and *Cozwith* Actions were consolidated into the *Stone Action* and on August 4, 2021, Plaintiffs filed their operative Consolidated Complaint;

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

WHEREAS, SAO has denied and continues to deny: (a) each and every allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or which could have been asserted in this Litigation; (b) that the Plaintiffs in the Litigation and the class they purport to represent have suffered any damage or harm; and (c) that the Litigation satisfies the requirements to be tried as a class action under Washington law.

WHEREAS, without acknowledging or admitting any fault or liability on the part of the SAO, the Settling Parties have agreed to enter into this Agreement as a reasonable and appropriate compromise of Plaintiffs’ and Class Members’ claims to put to rest all controversy and to avoid

¹ Plaintiff Stahl was replaced as the named Plaintiff for this action with Jackie Stone, Nerys Jones, Davina Kim and Jean DeFond.

the uncertainty, risk, and/or expense of burdensome, protracted, and costly litigation that would be involved in pursuing and defending this Litigation. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in this Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of SAO or admission by any of the parties of the validity or lack thereof of any claim, allegation, or defense asserted in this Litigation or in any other action;

WHEREAS, the Settling Parties participated in a mediation held on November 1, 2023, with experienced and respected mediator, Jill Sperber, and later engaged in further good faith, arms-length settlement discussions;

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

WHEREAS, this Settlement Agreement is intended to fully, finally, and forever resolve all Released Claims against the Released Persons.

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

I. DEFINITIONS

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

1.1 “Action” or “Litigation” means *Stone v. Accellion USA LLC*, Case No. 21-2-01439-5 SEA (consolidated with Case No. 21-2-02017-4 SEA), pending before the Court as of the date of this Agreement.

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

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

1.4 “Claims Administrator” means EisnerAmper Gulf Coast, LLC, which is experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

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

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

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

1.8 “Class Members” means all individuals residing in the United States to whom SAO or its authorized representative provided a notice concerning the December 2020 Data Security Incident. Class Members consist of approximately 1.6 million individuals. These individuals constitute the “Settlement Class” solely for purposes of certifying a settlement class in this Litigation.

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

1.10 “Court” means the Superior Court of the State of Washington, County of King.

1.11 “Data Security Incident” means the data breach disclosed by SAO on or around February 1, 2021, which is the subject of this Action.

1.12 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

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

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

1.15 “Final Fairness Hearing” means the hearing where the Parties will request the Final Approval Order be entered approving this Agreement, where objections to the Settlement may be heard, and where Class Counsel will request that the Court approve the Attorneys’ Fees and Expense Award, and the service awards.

1.16 “Judgment” means a judgment rendered by the Court.

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

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

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

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

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

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

1.23 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to Class Members.

1.24 “Proposed Settlement Class Counsel” and “Class Counsel” means Jason T. Dennett, Cecily C. Jordan, and Kaleigh N. Boyd of Tousley Brain Stephens and David M. Berger of Gibbs Mura LLP.

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

liabilities of any nature whatsoever, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, matured or unmatured, in law or equity, and any other form of legal or equitable relief that has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons reasonably related to the operative facts alleged in or otherwise described by the Consolidated Complaint. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of Class Members who have timely excluded themselves from this Settlement using the protocol described herein. Nothing herein shall be construed as a release of any claims against Accellion USA, LLC or any of its parents, subsidiaries, or other corporate affiliated entities or any of their past or present predecessors, successors, directors, officers, employees, principals, agents, creditors, attorneys, executors, heirs, administrators, joint ventures, personal representatives, assigns, transferees, trustees, insurers, and reinsurers.

1.26 “Released Persons” means SAO and its present and former departments or divisions, any data owners whose data was present on SAO’s Accellion FTA instance at the time of the Data Security Incident (specifically including Asotin County Public Facilities District, Big Bend Community College, Brewster School District, Centralia Community College, Chelan County, City of College Place, City of Entiat, City of Milton, City of Mount Lake Terrace, City of Port Townsend, City of Spokane, Clark County, Columbia County, Community Roots Housing, Cultural Development Authority of King County, Department of Children Youth and Families, Department of Social and Health Services, Eatonville School District, Employment Security Department, Fort Worden PDA, Grant County Fire 10, Grant County Public Hospital District No. 1, Health Care Authority, Jefferson PUD, King County Public Hospital District No. 2, Kitsap PUD, Lakehaven Water and Sewer District, Lakehaven Water District, Lewis County, Longview Housing Authority, Multi Agency Communications Center, Northshore Utility District, Office of the State Actuary, Okanogan Fire 6, Okanogan PUD, Okanogan-Douglas Public Hospital District No. 1, Pacific Hospital Preservation and Development Authority, Pierce College, Pierce County, Pierce County Housing Authority, Port of Port Townsend, Prosser Public Hospital District, Quincy Columbia Basin Integration, Ridgefield School District, Rivercom 911, Silverdale Water District, Skagit County Hospital 1, Skagit County Public Hospital District No. 2, Snohomich County Fire Protection District No. 21, Snohomish PHD No. 2, Town of Wilkeson, Walla Walla Community College, Western Washington University, and Yakima Valley Community College), and any and all of their respective past, present, and future officers, directors, employees, agents, attorneys, advisors, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing. Regardless of the preceding sentence, Released Persons does not include Accellion USA, LLC or any of its parents, subsidiaries, or other affiliated entities or any of their past or present predecessors, successors, directors, officers, employees, principals, agents, creditors, attorneys, executors, heirs, administrators, joint ventures, personal representatives, assigns, transferees, trustees, insurers, and reinsurers.

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

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

1.29 “Settlement Class Representatives” or “Representative Plaintiffs” means Jackie Stone, Nerys Jones, Davina Kim, Jean DeFond, and Shane Cozwith.

1.30 “Settlement Fund” shall mean the fund established by SAO pursuant to ¶ 2.1 of this Agreement.

1.31 “Settling Parties” means, collectively, SAO and Plaintiffs, individually and on behalf of the Settlement Class Members.

1.32 “Settlement Website” means a website, the URL for which to be mutually selected by the Settling Parties, that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide the Class Members with the ability to submit a Settlement Claim online.

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

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

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

II. SETTLEMENT CLASS BENEFITS

2.1 Settlement Fund. Within thirty (30) days of an order granting preliminary approval of the Settlement, SAO will fund a non-reversionary cash settlement fund in the amount of \$3,085,152.73 for the benefit of Settlement Class Members. As set forth below, the Settlement Fund will be used to pay for: (i) Compensation for Out-Of-Pocket Losses; (ii) Alternative Compensation Payments; (iii) Costs of Claims Administration; (iv) service awards; and (v) attorney’s fees and litigation expenses.

2.2 Cash Benefits. SAO agrees to make available from the Settlement Fund the below compensation to Settlement Class Members who submit valid and timely Claim Forms.

2.2.1 Compensation for Out-Of-Pocket Losses. All Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary documentation, are eligible for compensation for Out-of-Pocket Losses, not to exceed \$5,000 per Settlement Class Member. Settlement Claims will be reviewed for completeness and plausibility by the Claims Administrator. For Settlement Claims deemed invalid, the Claims Administrator shall provide Claimants an opportunity to cure, unless an inability to cure is apparent from the face of the Settlement Claim, e.g., the Claimant is not a Class Member. Out-of-Pocket losses eligible for reimbursement under this provision include the following:

(a) monetary losses as a result of actual identity theft if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was fairly traceable to the Data Incident; and (iii) the loss occurred between December 24, 2020 and the date the Settlement Claim was submitted;

(b) postage;

(c) copying, scanning, faxing;

(d) mileage and other travel-related charges;

(e) parking;

(f) notary charges;

(g) research charges;

(h) cell phone charges (only if charged by the minute);

(i) long distance phone charges;

(j) data charges (only if charged based on the amount of data used);

(k) text message charges (only if charged by the message);

(l) bank fees;

(m) professional fees, such as fees for accountants and attorneys.

2.2.2 Reimbursement for Lost Time (“Attested Time”): Settlement Class Members who have approved Settlement Claims for Out-of-Pocket Losses also may submit Settlement Claims to be compensated for lost time they reasonably spent responding to the Data Security Incident. Settlement Class Members may claim up to three (3) hours of time compensated at the rate of \$30 per hour (for a total of \$90). All such lost time must be fairly traceable to the Data Security Incident, reasonably described by type of lost time incurred,

and supported by an attestation that the time spent was reasonably incurred dealing with the Data Security Incident.

2.2.3 Alternative Compensation: Settlement Class Members who do not submit approved Settlement Claims for Out-of-Pocket Losses or Attested Time may elect to receive Alternative Compensation payments. These payments will be calculated by first deducting from the Settlement Fund claims for Out-Of-Pocket Losses, Attested Time, and all other expenses, claims, fee awards, costs, and service awards, and allocating the remainder evenly to all eligible Alternative Compensation claimants.

2.2.4 Settlement Class Members seeking reimbursement under ¶¶ 2.2.1, 2.2.2, and/or 2.2.3 must complete and submit to the Claims Administrator a Claim Form in a form substantially similar to the one attached as Exhibit A, postmarked or submitted online on or before the Claims Deadline. The notice to the Class Members will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. Settlement Claims for Out-of-Pocket Losses must be attested to and supported by documentation substantiating the full extent of the amount claimed. Failure to provide such supporting documentation, as requested on the Claim Form, shall result in denial of a claim. No documentation is needed for Attested Lost Time or Alternative Compensation. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶¶ 2.4, 10.1. If Settlement Claims for Out-of-Pocket Losses and/or Attested Time exhaust the Settlement Fund, then the amounts to be paid shall be reduced pro rata such that SAO's maximum amount to be paid does not exceed the non-reversionary Settlement Fund.

2.3 Residual Funds / Pro Rata Reduction. In the event that Compensation for Out-of-Pocket Losses, Attested Time, Alternative Compensation Payments, Claims Administration Costs, service awards to Class Representatives, and Attorney's Fees and Litigation Expenses do not exhaust the Settlement Fund, the parties shall meet and confer regarding the appropriate use of such residual funds, including the possibility for using residual funds for additional Settlement Class Member benefits, if practicable, or whether any such funds shall be paid to the Legal Foundation of Washington through cy pres.

2.4 Dispute Resolution. The Claims Administrator, in its discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the Claimant has provided all information needed to complete the Claim Form, including any documentation and/or attestation that may be necessary to reasonably support the Ordinary Losses described in ¶ 2.2.1; and (3) the information submitted could lead a reasonable person to conclude

that more likely than not the Claimant has suffered the claimed losses as a result of the Data Security Incident. The Claims Administrator may, at any time, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the Settlement Claim (e.g., documentation requested on the Claim Form or information regarding the claimed losses). For any such Settlement Claims that the Claims Administrator determines to be implausible, the Settlement Claims will be deemed invalid and submitted to counsel for the Settling Parties. If counsel for the Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator shall follow counsel's joint direction regarding the disposition of the claim.

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

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

2.4.3 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination. If the Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within thirty (30) days, then the dispute will be submitted to counsel for the Settling Parties within an additional ten (10) days. The Claims Administrator shall follow counsel for the Settling Parties' joint direction regarding the disposition of the Settlement Claim.

III. CLASS CERTIFICATION

3.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by

the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved. All discussions and agreements related to the Settlement Agreement shall be considered confidential and inadmissible pursuant to ER 408.

IV. NOTICE AND CLAIMS ADMINISTRATION

4.1 The Settling Parties selected EisnerAmper Gulf Coast, LLC to be the Claims Administrator, who will be charged with delivering sufficient notice (including direct notice) and administering the claims process. The Claims Administrator shall, from the Settlement Fund, pay the entirety of the Costs of Claims Administration, including the cost of notice, subject to approval by Defense Counsel and Class Counsel.

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

V. PRELIMINARY APPROVAL

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

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 3.1;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs as Settlement Class Representatives;
- e) approval of the Notice Program and Notices;
- f) approval of the Claim Form and Claims process; and
- g) appointment of EisnerAmper Gulf Coast, LLC as the Settlement Claims Administrator.

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

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

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

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

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

5.3.2.1 Short Notice/Email Notice: Within thirty (30) days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to Class Members as follows:

a.) **If the Preliminary Approval Order is entered no later than June 12, 2025**, via U.S. mail to all Class Members, excepting specifically identified Class Members for whom email notification is to be provided due to the

absence of a U.S. mailing address. **If the Preliminary Approval Order is entered after June 12, 2025**, via email to all Class Members for whom a facially valid email exists, excepting specifically identified Class Members for whom mail notification is to be provided due to the absence of a facially valid email address.

- i. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- ii. In the event that a mailed Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- iii. In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.
- iv. Where a Short Notice is emailed, it shall be presumed that the intended recipient received the Short Notice if the Short Notice has not been returned or “bounced back” to the Claims Administrator as undeliverable.

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

5.3.3 A toll-free help line shall be made available to provide Class Members with information about the settlement. The Claims Administrator also will provide copies of the

forms of Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request; and

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

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

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

VI. OPT-OUT PROCEDURES

6.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date.

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

6.3 Within ten (10) days after the Opt-Out Date as approved by the Court, if there have been more than 50 valid opt outs, SAO may, by notifying Settlement Class Counsel and the Court in writing, within five (5) business days from the date the Claims Administrator provides written notice to SAO of the number of opt-outs, void this Settlement Agreement. If SAO voids the Settlement Agreement, SAO shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Proposed Settlement Class Counsel and service awards and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

VII. OBJECTION PROCEDURES

7.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written objection by the Objection Date. Such objection shall state: (i) the

objector's full name and address; (ii) the case name and docket number – *Stone et al. v. Accellion USA LLC*, Case No. 21-2-01439-5 SEA (Washington State Superior Court for King County); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member (e.g., copy of the objector's settlement notice, copy of original notice of the Data Security Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection that substantially complies with ¶ 7.1(i)-(vii) must be mailed, with a postmark date no later than the Objection Date, to Proposed Settlement Class Counsel – Tousley Brain Stephens PLLC, 1200 Fifth Ave, Suite 1700, Seattle WA 98101; and counsel for SAO, Casie D. Collignon, Baker & Hostetler, LLP, 1801 California Street, Suite 4400, Denver, CO 80202. For all objections mailed to Proposed Settlement Class Counsel and counsel for SAO, Proposed Settlement Class Counsel will file them with the Court with the Motion for Final Approval of Settlement.

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

VIII. RELEASES

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

8.2 Upon sixty (60) days after the Effective Date, SAO shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, the Settlement Class Representatives, the Settlement Class Members, and Proposed Settlement Class Counsel, of all claims based upon the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. For the avoidance of doubt, this release does not include or encompass any claims unrelated to the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, including, but not limited to, unemployment fraud. Any other claims or defenses SAO may have against the Settlement Class Representatives, the Settlement Class Members, and the Proposed Settlement Class Counsel including, without limitation, any claims based upon any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons not based on the institution, prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected by the preceding sentence.

8.3 Notwithstanding any term herein, SAO shall not have or shall not be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel.

IX. SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES

9.1 After an agreement had been reached as to the essential terms of a settlement (i.e., Settlement Class benefits), the Parties negotiated the amount of a service award to the Representative Plaintiffs. Subject to Court approval, the Representative Plaintiffs shall seek, and SAO agrees to pay out of the Settlement Fund, a total service award amount, not to exceed \$7,500 per named Plaintiff for a total of \$37,500. The Claims Administrator shall, from the Settlement Fund, pay the service awards approved by the Court.

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

9.3 The Claims Administrator shall, from the Settlement Fund, pay the service awards and attorneys' fees and expenses awarded by the Court to Tousley Brain Stephens PLLC within fourteen (14) days after the Effective Date. The attorneys' fees and expenses award will be allocated by Proposed Settlement Class Counsel. SAO bears no responsibility or liability relating to the allocation of the attorneys' fees and expenses among Proposed Settlement Class Counsel.

The finality or effectiveness of the Settlement Agreement shall not depend upon the Court awarding any particular attorneys' fees and expenses award or service award. No order of the Court, or modification or reversal or appeal of any order of the Court concerning the amount(s) of

any attorneys' fees and expenses, and/or service awards ordered by the Court to Proposed Settlement Class Counsel or Representative Plaintiffs shall affect whether the Judgment is final or constitute grounds for cancellation or termination of this Settlement Agreement.

X. ADMINISTRATION OF CLAIMS

10.1 The Claims Administrator shall administer and calculate the Settlement Claims submitted by Settlement Class Members under ¶¶ 2.2.1, 2.2.2, and 2.2.3. Proposed Settlement Class Counsel and counsel for SAO shall be given reports as to both Settlement Claims and distribution, and have the right to challenge the Settlement Claims and distribution set forth in the reports, including by requesting and receiving, for any approved Settlement Claim, the name of the Settlement Class Member, a description of the approved Settlement Claim, including dollar amounts to be paid as Out-of-Pocket Losses, and all supporting documentation submitted. If counsel for the Settling Parties agree regarding the disposition of any such Settlement Claim, the Claims Administrator shall follow counsel's joint direction regarding the disposition of the Settlement Claim. If the Settling Parties cannot agree on the disposition of a Settlement Claim, the Settling Parties, upon the election of either Settling Party, will submit the Settlement Claim for disposition to a jointly agreed upon impartial third-party claim referee for determination. The Claims Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the above right of review and challenge and the Dispute Resolution process set forth in ¶ 2.4. All Settlement Claims agreed to be paid in full by SAO shall be deemed Valid Claims.

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

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

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

10.5 If the Claims Administrator is notified that a Settlement Class Member is deceased, the Claims Administrator shall reissue the Settlement Check to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel.

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

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

- a) The Court has entered the Preliminary Approval Order, as required by ¶ 5.1;
- b) The Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- c) Judgment has become Final, as defined in ¶ 1.13.

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

11.3 Within three (3) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Settlement Class Counsel and to SAO's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). To the extent that the Claims Administrator later receives any Opt-Outs, it shall promptly notify Proposed Settlement Class Counsel and SAO's counsel of the additional Opt-Outs, as well as their postmark date.

11.4 Except as provided in ¶ 6.3, in the event that the Settlement Agreement is not approved by the Court or the settlement set forth in this Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, nunc pro tunc. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, SAO shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution pursuant to ¶ 4.1 above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation. In the event any of the releases or definitions set forth in ¶¶ 1.25, 1.26, 8.1, or 8.2 are not approved by the Court as written, the Settlement Agreement shall be terminated and provisions (a) and (b) of this paragraph shall apply to the Settling Parties and this Agreement unless Proposed Settlement Class Counsel and SAO's counsel mutually agree in writing to proceed with the Settlement Agreement.

XII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

12.12 Cashing a settlement check (paper or electronic) is a condition precedent to any Settlement Class Member's right to receive monetary settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of monetary settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and SAO shall have no obligation to make payments to the Settlement Class Member under ¶¶ 2.2.1, 2.2.2, and/or 2.2.3 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for further re-issuance will not be honored after such checks become void.

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

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

**OFFICE OF THE WASHINGTON STATE
AUDITOR**

Signed by:
By: Janel Roper
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Its: Chief of Staff

Date: 6/5/2025 | 8:26 PM EDT

Jackie Stone
Jackie Stone

Date: 06/05/2025

Nerys Jones

Date:

Davina Kim

Date:

Jean DeFond

Date:

Shane Cozwith

Date:

Jackie Stone

Date: _____

Nerys Jones

Date: ^{06/05/2025} _____

Nerys Jones

Date: _____

Davina Kim

Date: _____

Jean DeFond

Date: _____

Shane Cozwith

Jackie Stone

Date: _____

Nerys Jones

Date: _____

Davina Kim

Date: 06/05/2025

Davina Kim

Jean DeFond

Date: _____

Shane Cozwith

Date: _____

Jackie Stone

Date: _____

Nerys Jones

Date: _____

Davina Kim

Date: _____

Jean DeFond
Jean DeFond

Date: ^{06/06/2025} _____

Shane Cozwith

Date: _____

Jackie Stone

Date: _____

Nerys Jones

Date: _____

Davina Kim

Date: _____

Jean DeFond

Date: _____

Shane Cozwith

Shane Cozwith

Date: 06/06/2025
