

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by, between and among Amy Garcia, Anthony Gibbons, Taylor Riely-Gibbons, Tony Myhre, and Hansa Thomas, individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 32) (together, “Plaintiffs”), and Washington Department of Licensing (hereinafter, “DOL” and collectively with Plaintiffs, the “Parties”). As detailed below, this Settlement Agreement releases and forever discharges and bars all claims asserted (or that could have been asserted) in the class action lawsuit captioned *Garcia, et al. v. Washington Department of Licensing*, King County Superior Court Case No. 22-2-05635-5 SEA, currently pending in King County Superior Court (the “Action”).

### **I. FACTUAL BACKGROUND AND RECITALS**

1. On April 18, 2022, the Action was filed against DOL in the Superior Court of the State of Washington in and for the County of King.

2. The Action relates to a data breach impacting DOL that was disclosed by DOL in February 2022 (the “Data Breach”). In the Data Breach, Personal Information for approximately 545,901 licensees was stolen, including their names, email addresses, Social Security numbers, dates of birth, and/or driver’s license or state identification numbers.

3. DOL denies: (i) the allegations and all liability with respect to facts and claims alleged in the Action; (ii) that the class representatives in the Action and the class they purport to represent have suffered any damage; and (iii) that the Action satisfies the requirements to be certified or tried as a class action under CR 23. Nonetheless, DOL has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of, any wrongdoing or liability.

4. The Parties agreed to engage Bennett G. Picker of Stradley Ronon as a mediator to oversee settlement negotiations in the Action. In advance of formal mediation, DOL provided informal discovery related to the merits of Plaintiffs’ claims, potential defenses thereto, and class certification, and the parties discussed their respective positions on the merits of the claims and class certification.

5. The Parties participated in extensive arm’s length settlement negotiations conducted through Mr. Picker that included a mediation session on February 15, 2023, followed by continued negotiations over several weeks following mediation. These protracted settlement negotiations culminated in the Parties agreeing on the form of a CR 2A Agreement on or about March 28, 2023. The Parties thereafter executed this Agreement.

6. In exchange for the mutual promises, agreements, releases, and other good and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

## **II. DEFINITIONS**

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

7. “Action” means *Garcia, et al. v. Washington Department of Licensing*, Case No. 22-2-05635-5 SEA currently pending in King County Superior Court.

8. “Approved Claim” means a timely and properly submitted claim by a Participating Settlement Member that has been approved as a Valid Claim by the Settlement Administrator.

9. “Attested Time” means time spent remediating issues related to the Data Breach, as provided in Section III of this Agreement.

10. “DOL’s Counsel” means Shook, Hardy & Bacon, L.L.P.

11. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses, Attested Time, or both under the terms of the Settlement. The Claim Form will be in a form substantially as shown on attached Exhibit A, which will be available on the Settlement Website (as defined below).

12. “Claims Deadline” means the postmark date and/or online submissions deadline by which Participating Settlement Class Members must submit a complete Claim Form(s) to be considered timely, which will occur 120 days from the date that Notice is sent.

13. “Claims Period” means the period during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will start on the date Notice is sent and end on the Claims Deadline.

14. “Class Counsel” means Kim D Stephens, P.S. and Kaleigh N. Boyd of Tousley Brain Stephens P.L.L.C., Timothy Emery of Emery Reddy, PLLC, and M. Anderson Berry of Clayco C. Arnold, A Professional Law Corp.

15. “Settlement Class Representatives” means the named-class representatives Amy Garcia, Anthony Gibbons, Taylor Riely-Gibbons, Tony Myhre, and Hansa Thomas.

16. “Court” means the Honorable Judith H. Ramseyer in the Superior Court of the State of Washington, County of King, or such other judge to whom the Action may hereafter be assigned.

17. “Data Breach” means the data breach disclosed by DOL in February 2022, which is the subject of this Action.

18. “Effective Date” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal and no objections have been filed to the Agreement; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, one (1) business day after the Final Approval Order and Judgment is affirmed without material change or the appeal is

dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

19. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments.

20. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

21. “Final” shall mean the occurrence of all of the following events: (i) the settlement pursuant to this Settlement is finally approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as defined below); 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 by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

22. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement; certifies the Settlement Class; finds that the Settlement Agreement is fair, reasonable, and adequate and was entered into in good faith and without collusion; approves and directs the consummation of this Agreement; approves the Release contained in this Agreement and orders that as of the Effective Date that the Released Claims will be released as to the Released Parties; dismisses the Action with prejudice and without costs, except as explicitly set forth in this Agreement; otherwise satisfies the settlement-related provisions of Superior Court Civil Rules; and is consistent with all material provisions of this Settlement Agreement. Class Counsel and DOL’s Counsel will work together on a proposed Final Approval Order and Judgment, which both parties must approve before filing.

23. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Superior Court Civil Rules and whether to issue the Final Approval Order and Judgment.

24. “Litigation Costs and Expenses” means reasonable costs and expenses incurred by counsel for Plaintiffs and Class Counsel in connection with commencing, prosecuting, and settling the Action and any threatened litigation by other Class Members and their counsel (if any), as approved by the Court.

25. “Long-form Notice” means the long-form notice of settlement posted on the Settlement Website substantially in the form as shown in the attached Exhibit B.

26. “Notice” means notices and Reminder Notice(s) of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Long-Form Notice (Exhibit B), and/or the Short-Form Notice (Exhibit C), and/or the Postcard Notice (Exhibit D), and/or the Reminder Notice (Exhibit E), substantially in the respective forms as shown in Exhibits B, C, D, and E attached hereto.

27. “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members and will occur 30 days after entry of the Preliminary Approval Order.

28. “Notice and Administrative Expenses” means all expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating, and distributing the Settlement funds to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement including, but not limited to, any administrative expenses or fees, Settlement Website fees, state, local, or federal taxes, and legal, accounting, or actuarial fees related to the operation of this Settlement.

29. “Objection Deadline” is the last day on which a Settlement Class Member may make a written objection to the Settlement or Fee Application, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

30. “Opt-Out Deadline” is the last day on which a Settlement Class Member must mail a written request to be excluded from the Settlement Class, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

31. “Out-of-Pocket Losses” means are unreimbursed costs or expenditures incurred by a Class member that are fairly traceable to the Data Breach. Out-of-Pocket Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class member’s personal information; (2) costs incurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred) associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (4) credit monitoring or other mitigating costs that were incurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred) through the date of the Class member’s claim submission. Out-of-pocket losses will be paid from the cash settlement fund.

32. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

33. “Postcard Notice” means the notice of settlement mailed to Settlement Class Members in substantially the form as the attached Exhibit D.

34. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Superior Court Civil Rules, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment that is consistent with all material provisions of this Settlement Agreement. Class Counsel and DOL’s Counsel will work together on a proposed Preliminary Approval Order, which the parties must approve before submission to the Court.

35. “Private Information” means names, addresses, dates of birth, Social Security numbers, and additional personally identifiable information (“PII”) that DOL collected and

maintained, as those terms are defined by applicable data breach notification laws.

36. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action. “Released Claim” also shall have the meaning ascribed to it as set forth in additional details in Section XIII below. “Reminder Notice” means a copy of the Short-Form Notice (Exhibit C) that will be emailed to all Class Members with a known email address and mailed to the remaining Class Members for whom no known or valid email addresses exist via postcard. The Reminder Notice shall be issued no later than 14 days before the Claims Deadline.

37. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from or “opt out of” the Settlement Class in the form and manner provided for in the Notice.

38. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation, which shall not exceed \$6,000 per Settlement Class Representatives, for a total of \$30,000, as approved by the Court.

39. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

40. “Settlement Administration Costs” shall mean the costs incurred by the Settlement Administrator to administer the Settlement, including the cost of Notice.

41. “Settlement Administrator” means Kroll Settlement Administration, LLC (“Kroll”), subject to Court approval. Class Counsel and DOL’s Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

42. “Settlement Class” means all individuals whose personal information was compromised in the Data Breach disclosed by the Washington State Department of Licensing in February 2022. The Settlement Class specifically excludes: (i) DOL and its officers and directors; (ii) all Settlement Class Members who timely and validly submit requests for exclusion from the Settlement Class; (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge; and (iv) members of the judiciary to whom this case is assigned, their families, and members of their staff.

43. “Settlement Class List” means the list generated by DOL containing the full names, current or last known email address, where known, and current or last known addresses, where known, for Settlement Class members for all persons who fall under the definition of the Settlement Class, which DOL shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

44. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class. Each individual will be identified by a unique identification code assigned to them by the Settlement Administrator. This unique identification code will be used to verify that the individual is a member of the Settlement Class before a Settlement Payment is paid.

45. “Settlement Fund” means a non-reversionary common fund created by the Settlement Administrator and funded by DOL in the amount of \$3,600,000, which will be used to fund Settlement Payments or Settlement Checks, Identity-Theft Protection and Credit Monitoring services, Settlement Administration Costs, Service Awards to Named Plaintiffs, and the Fee Award and Costs.

46. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Section V below for a Valid Claim.

47. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ Motion for Preliminary Approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a downloadable copy of the Longform Notice and the Claim Form for Settlement Class Members to access. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website will also provide a toll-free telephone number, contact form, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least 30 days after all Settlement Payments have been distributed.

48. “Short-Form Notice” means the content of the mailed notice to the proposed Settlement Class Members substantially in the form as shown in Exhibit C attached hereto. The Short-Form Notice will direct the recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the identity protection enrollment code, the requested attorneys’ fees, and the date of the Final Fairness Hearing as defined below.

49. “Reminder Notice” means the content of the notice to the proposed Settlement Class Members substantially in the form as shown in Exhibit E attached hereto.

50. “Valid Claim” means a Settlement Claim, determined to be timely, complete, and verified by the Claims Administrator to meet all the required criteria for the type of claim being

submitted, including the amount approved by the Settlement Administrator (even if that determination is made following the dispute resolution process described herein).

### **III. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES AND ATTESTED TIME**

51. **Reimbursement for Out-of-Pocket Losses.** Settlement Class Members who submit a timely Valid Claim using an approved Claim Form, along with necessary supporting documentation, are eligible to receive compensation for unreimbursed losses, up to a total of \$7,500 per person, subject to the limits of the Settlement Fund. Claims will be subject to review for timeliness, completeness, and validity by a Settlement Administrator, and include the following:

- a. Documented Out-of-Pocket Losses incurred as a result of the Data Breach, including unreimbursed bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel. Class members who elect to submit a claim for reimbursement of Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Class member's name and current address; (2) documentation supporting their claim; and (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Class member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. Out-of-Pocket Losses will be deemed "fairly traceable" if (1) the timing of the loss occurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred); and (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to DOL prior to the Data Breach.
- b. Documented fees for Unreimbursed Identity Protection expenses, such as credit reports, credit monitoring, or other identity theft insurance products purchased between January 16, 2022, and the date of the Preliminary Approval Order.
- c. Reimbursement of Attested Time: Settlement Class Members are also eligible to receive reimbursement for up to 4 hours of time spent remedying issues related to the Data Breach at \$35 per hour by providing an attestation and a brief description of (1) the actions taken in response to the Data Breach and (2) the time associated with each action.

52. **Residual Funds / Pro Rata Reduction.** In the event that Settlement Payments or Settlement Checks, Identity-Theft Protection and Credit Monitoring services, Settlement Administration Costs, Service Awards to Named Plaintiffs, and Attorney's Fees and costs exceed the Settlement Fund, all class member payments will be reduced on a pro rata basis such that DOL's maximum amount to be paid does not exceed the non-reversionary Settlement Fund. If

Settlement Payments or Settlement Checks, Identity-Theft Protection and Credit Monitoring, Settlement Administration Costs, Service Awards to Named Plaintiffs, and the Fee Award and Costs do not exceed the Settlement Fund, all remaining funds will be distributed on a *pro rata* basis, up to an additional \$300 for each claimant, to all Settlement Class Members who submitted a Valid Claim. As to any portion of the settlement fund that remains after all of the above have been paid, the parties shall meet and confer regarding the appropriate use of such residual funds, including the possibility for using residual funds for additional Identity Theft Protection services or whether any such funds shall be paid to the Legal Foundation of Washington. The Parties agree that at least 50 percent of any residual funds under this section should be paid to the Legal Foundation of Washington.

53. **Assessing Claims for Out-of-Pocket Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member and whether the Claim submission was timely. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid Out-of-Pocket Losses actually and reasonably incurred; however, the Settlement Administrator may consult with Class Counsel and DOL's Counsel in making individual determinations. In assessing what qualifies as more likely than not caused by the Data Breach, the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after January 16, 2022; (ii) whether the Personal Information used to commit identity theft or fraud consisted of the type of Personal Information identified in DOL's notices of the Data Breach; and (iii) whether the documentation is valid and credible. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to deciding its validity.

54. **Assessing Claims for Attested Time.** The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met to award payments of Attested Time, but may consult with Class Counsel and DOL's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to deciding its validity.

55. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses or Attested Time is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member 21 days to cure the deficiencies. Such notifications shall be sent via email, unless the claimant did not provide an email address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that final determination within 10 days of the determination. The Settlement Administrator may consult with Class Counsel and DOL's Counsel in making such determinations.

#### **IV. CREDIT MONITORING**

56. **Identity-Theft Protection and Credit Monitoring.** Settlement Class Members are

eligible to receive two (2) years of identity-theft protection and credit monitoring services, which includes three bureau credit monitoring and alerts. This is in addition to the credit monitoring services previously offered to individuals who were notified of the Data Breach. Settlement Class Members must affirmatively request identity-theft protection services by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Members or, if they do not have an email address, mailed to the address provided on the Claim Form. Protection and monitoring provided shall include, at a minimum:

- a) Dark web monitoring.
- b) Identity restoration and recovery services;
- c) \$1,000,000 identity theft insurance with no deductible.

Settlement Class Members can enroll for these identity protection and credit monitoring services whether or not they are eligible for a monetary recovery under this Settlement. Such coverage and flexibility in enrollment provide protection for Settlement Class Members against future identity theft.

#### **V. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

57. **Payment Timing.** Payments for Valid Claims for reimbursement for approved Out-of-Pocket Losses as set forth in Paragraph 31 shall be issued in the form of a check mailed and/or an electronic payment to the Settlement Class Member as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the date the claim is approved.

58. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within 120 days of their date of issue.

59. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within 30 days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

60. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within 120 days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by email and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) mail the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing

information regarding how to obtain a reissued check. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 120-day period. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

61. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased, documentation establishing the proper estate representative to whom to mail the Settlement Check, and after consultation with Class Counsel and DOL's Counsel.

## **VI. CLAIMS, CAPS, AND DISTRIBUTION OF SETTLEMENT FUNDS**

62. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by USPS mail to the Settlement Administrator. Claim Forms must be submitted electronically through the Settlement Website or postmarked during the Claims Period and on or before the Claims Deadline.

## **VII. EQUITABLE RELIEF**

63. **Remedial Measures/Security Enhancements.** In addition to the foregoing settlement benefits, Plaintiffs have received assurances that DOL has implemented or will implement certain reasonable steps to adequately secure its systems and environments, including the following data security measures:

- a. **Review of Policies and Procedures.** Dol will periodically review and revise its policies and procedures addressing data security as reasonably necessary.
- b. **Vulnerability Assessment.** DOL will agree to implement automated vulnerability scanning tools that cover its systems and will set policies for prompt remediation.
- c. **Firewall Implementation.** DOL will agree to place all systems containing PII behind application firewalls.
- d. **Limit Remote Access.** DOL will agree to configure remote access to its networks in accordance with industry best practices. This applies to any kind of remote access, including node-on-network and node-on-node. DOL will configure all systems to alert on unsuccessful administrative account logins.
- e. **Implement Password Policies.** DOL will agree to verify that all default passwords are changed to follow password policies that comply with best practices.

64. **Employee Education and Training.** DOL will maintain a program to educate and train its employees on the importance of the privacy and security of PII.

65. **Confirmatory Discovery.** DOL has provided or will provide reasonable access to confidential confirmatory discovery regarding the number of Settlement Class Members and state of residence, the facts and circumstances of the Data Incident and the changes and improvements that have been made or are being made to further protect Settlement Class Members' PII.

66. **Costs.** Actual costs for the implementation and maintenance of Business Practice Commitments will not be paid from settlement proceeds.

## **VIII. SETTLEMENT CLASS NOTICE**

67. **Notice.** Within 10 days after the date of the Preliminary Approval Order, DOL shall provide the Settlement Class List to the Settlement Administrator. Within 30 days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class.

68. **Manner of Giving Notice.** Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein. The cost of such notice will be paid from the Notice and Administration Expenses.

- a. **Postcard Notice.** As soon as practicable but starting no later than 30 days from the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Postcard Notice via USPS First Class Mail to all Settlement Class Members for which it has mailing addresses. Before mailing the Postcard Notice, the Settlement Administrator will update the addresses provided by DOL with the National Change of Address (NCOA) database. It shall be presumed that the intended recipients received the Postcard Notice if the mailed Postcard Notices have not been returned to the Settlement Administrator as undeliverable within 15 days of mailing.
- b. **Settlement Website.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall confer and approve a mutually acceptable URL for the Settlement Website and a secure webserver to host the Settlement Website. The Settlement Website shall remain accessible until at least 30 days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Website shall contain: the Settlement Agreement; contact information for Class Counsel and DOL's Counsel; contact information for the Settlement Administrator; the publicly filed motion for preliminary approval, motion for final approval and for attorneys' fees and expenses (when they become available); the signed preliminary approval order; and a downloadable and online version of the Claim Form and Longform Notice. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website shall contain a prominent notification that "No Claims Forms will be accepted via email."

- c. **Toll-Free Telephone Number.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated toll-free telephone number by which Settlement Class Members can obtain information about the Settlement and request paper forms of the Short-Form Notice and Claim Form be sent to them. The system shall include an option for the caller to request a call back from a live individual.
- d. **Post Office Box.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated USPS P.O. Box to accept correspondence and claims from Settlement Class Members.
- e. **Reminder Notices.** Reminder Notice shall be issued no later than 14 days before the Claims Deadline. Class Counsel will determine whether multiple Reminder Notices are required in consultation with the Settlement Administrator.

## **IX. OPT-OUTS AND OBJECTIONS**

69. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves (“opt-out”) of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Postcard Notice shall state “if you do not want to be legally bound by the Settlement, you must exclude yourself” by a designated date. The Postcard Notice will also state: “if you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decision of the Court and give up your rights to sue DOL for the claims resolved by this Settlement.” The Postcard Notice shall provide the Website URL and telephone number to obtain a copy of the Long-Form Notice.

70. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting timely, written objections to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, telephone number, and email address; (iii) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (iv) a written statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Notice shall set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing, shall be bound by the Settlement Agreement, and shall be forever barred from making any objection to the Settlement.

71. Any Settlement Class Member who fails to comply with the requirements for objecting as set forth Paragraph 70 shall waive and forfeit all rights he or she may have to appear separately and/or object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provision of Paragraph 70. Without limiting the foregoing, any challenge to the Settlement Agreement, or the Judgment to be entered upon final approval, shall be pursuant to an appeal and not through a collateral attack.

**X. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

72. **Settlement Administration Process.** After the settlement is preliminarily approved by the Court, the Settlement Administrator will mail to each Settlement Class Member a Postcard Notice for which DOL has mailing addresses (1) notifying the Settlement Class member of the settlement and a summary of its terms; (2) providing the Settlement Class Member with the URL for the Settlement Website; and (3) instructing the Settlement Class Member on how to make a claim. DOL will cooperate in providing to the Settlement Administrator the Settlement Class List, which will be kept strictly confidential between the Administrator, DOL, and Class Counsel. After the Court enters an order finally approving the Settlement, the Settlement Administrator shall distribute payments out of the Settlement Fund as set forth in this Agreement. Cash payments to Settlement Class Members will be made by check or electronic payment sent from the Administrator.

73. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Administering, and overseeing the Settlement Fund provided by DOL to pay Approved Claims;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail and Reminder Notice(s) via email and/or U.S. Mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within 2 business days via live operator;
- f. Responding to any mailed or contact form Settlement Class Member inquiries in a timely manner;
- g. Reviewing, determining the timeliness, completeness, validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and DOL's Counsel a list of Approved Claims both

periodically during the Claims Period and after the Claims Deadline;

- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and DOL's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to DOL's Counsel;
- i. Working with the provider of Identity-Theft Protection and Credit monitoring services to receive and send activation codes within 30 days of the date of the Preliminary Approval of the Settlement Agreement;
- j. After approval of Valid Claims, processing and transmitting Settlement Payments to Settlement Class Members;
- k. Providing weekly or, as instructed by Class Counsel and DOL's Counsel, other periodic reports to Class Counsel and DOL's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;
- l. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion;
- m. After all payments required under this Agreement have otherwise been made, final distribution of any funds remaining in the Settlement Fund to DOL in the manner requested by the Parties; and
- n. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel and DOL's Counsel.

74. **Limitation of Liability.** The Parties, Class Counsel, and DOL's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

75. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and DOL's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice, plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of

the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; (v) any losses suffered by, or fluctuations in the value of the Settlement Funds; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

76. **Settlement Administration Costs.** All Settlement Administration Costs will be paid from the Settlement Fund.

## **XI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

77. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

78. **Preliminary Approval.** Class Counsel shall file a motion for preliminary approval of the Settlement by April 28, 2023.

79. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.

80. **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 retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

## **XII. MODIFICATION AND TERMINATION**

81. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

82. **Decertification of the Settlement Class if Settlement Not Approved.** If: (1) the Court does not issue the Final Approval Order and Judgment; or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. In the event the Settlement Class is so decertified, DOL reserves the right to contest class certification for all other purposes in the Action. Any orders preliminarily or finally approving the certification of any class contemplated

by the Settlement shall be null, void, and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion. In addition, the fact that DOL did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including and without limitation in a contested proceeding relating to class certification.

### **XIII. RELEASES**

83. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their spouses and children with claims on behalf to the Settlement Class member, and each of their respective heirs, executors, administrators, estates, representatives, agents, partners, predecessors, successors, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, and assigns and all who claims through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasers) shall be deemed to have, and by operation of Judgment shall have released, acquitted, relinquished, and forever discharged any and all Released Claims against DOL and its present and former departments or divisions, and any and all of their respective past, present, and future officers, directors, employees, partners, servants, agents, successors, attorneys, advisors, consultants, contractors, vendors, service providers, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing (the “Releasees”). The relief stated above will be provided to Class Members as consideration for a general release for all claims and causes of action pleaded or that could have been pleaded that are related in any way to the activities stemming from the DOL Data Breach described in the operative Complaint.

**Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and that any of the Settlement Class Representatives or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns does not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Releasees of any of the foregoing or the Released Claims or might affect his, her, or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the Released Claims. Upon the Effective Date, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia, or any territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, related to the release of Unknown Claims. The Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their

intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Settlement Class Representatives, Participating Settlement Class Members 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.

84. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

#### **XIV. SERVICE AWARD PAYMENTS**

85. **Service Award Payments.** At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award Payments for the Settlement Class Representatives in recognition for their contributions to this Action to be paid from the Settlement Fund. DOL agrees not to oppose service awards up to \$30,000 total for the Settlement Class Representatives, subject to Court approval. These service awards shall be separate and apart from any other benefits available to the Settlement Class Representatives as Participating Settlement Class Members under the terms of this Agreement. The Settlement Administrator shall make the Service Award Payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than 7 days after the Effective Date.

86. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award Payments in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

#### **XV. ATTORNEYS' FEES, COSTS, EXPENSES**

87. **Attorneys' Fees, Costs, and Expenses.** At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs, and Expenses to be paid from the Settlement Fund. Class Counsel will ask the Court to approve, and DOL agrees not to oppose, an award of Attorneys' Fees of up to 30 percent of the Settlement Fund (\$1,080,000), plus costs and expenses, to be paid from the Settlement Fund. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Any Fee Award and Costs and expenses shall be paid by the Settlement Administrator in the amount approved by the Court, no later than 10 days after the Effective Date.

88. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the

sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' Counsel and any other attorneys. DOL shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

89. The amount(s) of any award of attorneys' fees, costs, and expenses, and the Service Award Payments to the Settlement Class Representatives, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court of modification or reversal or appeal of any order of the Court, concerning the amount(s) of attorneys' fees, costs, and expenses, and/or service awards ordered by the Court to Class Counsel or Settlement Class Representatives shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of the Settlement Agreement.

#### **XVI. NO ADMISSION OF LIABILITY**

90. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with 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.

91. **Limitations on the Use of this Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by DOL in the Action or in any proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or Judgment in any action that may be brought against them or any of them 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.

#### **XVII. MISCELLANEOUS**

92. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

93. **Cooperation.** The Settling Parties acknowledge that it is their intent to (i) consummate this Settlement Agreement; and (ii) 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.

94. **Final and Complete Resolution.** The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agreed that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was

reached voluntarily after consultation with competent counsel.

95. **Class Counsel Powers.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by Settlement Class Representatives to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure the fairness to the Settlement Class.

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

97. **Pronouns.** As used herein, "he" means "he, she, it, or they;" "his" means "his, hers, its, or theirs;" and "him" means "him, her, it, or them."

98. **Currency.** All dollar amounts are in United States dollars (USD).

99. **Execution in Counterparts.** The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.

100. **No Construction Against the Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Settlement Class Representatives and DOL each acknowledge that each have been advised and are represented by legal counsel of his or her own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

101. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

102. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS HEREOF**, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below:

**PLAINTIFF AMY GARCIA**

Signature:     *Amy Garcia*    

Date:     Apr 27 2023    

**PLAINTIFF ANTHONY GIBBONS**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLAINTIFF TAYLOR RIELY-GIBBONS**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLAINTIFF TONY MHYRE**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLAINTIFF HANSA THOMAS**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS HEREOF**, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below:

**PLAINTIFF AMY GARCIA**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLAINTIFF ANTHONY GIBBONS**

Signature: Anthony Gibbons

Date: 4/27/23

**PLAINTIFF TAYLOR RIELY-GIBBONS**

Signature: Taylor Rely-Gibbons

Date: 4-27-23

**PLAINTIFF TONY MHYRE**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLAINTIFF HANSA THOMAS**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS HEREOF**, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below:

**PLAINTIFF AMY GARCIA**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLAINTIFF ANTHONY GIBBONS**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLAINTIFF TAYLOR RIELY-GIBBONS**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLAINTIFF TONY MHYRE**

Signature:  Tony R. Myhre

Date:  04 / 27 / 2023

**PLAINTIFF HANSA THOMAS**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS HEREOF**, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below:

**PLAINTIFF AMY GARCIA**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLAINTIFF ANTHONY GIBBONS**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLAINTIFF TAYLOR RIELY-GIBBONS**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLAINTIFF TONY MHYRE**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLAINTIFF HANSA THOMAS**

Signature: \_\_\_\_\_ 

Date: 04 / 27 / 2023

**DEFENDANT WASHINGTON  
DEPARTMENT OF LICENSING**

By: 

Print Name: Alejandro Sanchez

Title: Deputy Director

Date: 4/27/2023

# EXHIBIT A

\*XXXXXXXXXXXXXX\*

Unique ID: xxxxxxxxxxxxxx

*Garcia et al. v. Washington State Department of Licensing, Case No. 22-2-05635-5-SEA*  
**Washington State Department of Licensing Settlement**

**REIMBURSEMENT FOR OUT-OF-POCKET LOSSES AND ATTESTED TIME AND IDENTITY THEFT  
PROTECTION SERVICES CLAIM FORM**

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT  
WWW.<<WEBSITE NAME>>.COM NO LATER THAN <<SUBMISSION DEADLINE>>.**

***ATTENTION:** This Claim Form is to be used to apply for relief related to the Data Breach that occurred between <<DATA BREACH PERIOD>> and potentially affected individuals whose professional licensing information was stored by the Washington State Department of Licensing (“Defendant”) in its POLARIS professional licensing system. There are two types of damages for which these individuals may be eligible: 1) for all Settlement Class Members, reimbursement of Out-of-Pocket Losses that are “fairly traceable” to the Data Breach, including Attested Time, and 2) for all Settlement Class Members, 24 months of identity-theft protection and credit monitoring services.*

*To submit a claim, you must have been identified as an individual whose private information was maintained on Defendant’s computer systems and/or network that was potentially compromised in the Data Breach and received the Postcard Notice with a **Class Member ID**.*

*You may apply to be reimbursed for Out-of-Pocket Losses and Attested Time. Out-of-Pocket Losses consist of actual out-of-pocket losses incurred as a result of the Data Breach and fees for unreimbursed identity protection expenses, up to \$7,500 per person. You may also be reimbursed for lost time spent remedying the issues related to the Data Breach (“Attested Time”), at \$35 per hour for up to four (4) hours, such as time spent remedying identity theft or fraud, including misuse of personal information and credit monitoring or freezing credit reports. For Attested Time claims, please provide an attestation and a brief description of (1) the actions taken in response to the Data Breach and (2) the time associated with each action. **Please be advised that any documentation you provide must be submitted with this Claim Form.***

***Note that you MUST apply for Out-of-Pocket Losses, Attested Time, and/or Identity-Theft Protection and Credit Monitoring using this Claim Form.***

***CLAIM VERIFICATION:** All claims are subject to verification. You will be notified if additional information is needed to verify your claim.*

***ASSISTANCE:** If you have questions about this Claim Form, please visit the Settlement Website at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com) to review the Long-Form Notice and additional information or call 1-XXX-XXX-XXXX.*

**PLEASE KEEP A COPY OF YOUR CLAIM FORM AND PROOF OF MAILING FOR YOUR RECORDS.**

**Failure to submit required documentation, or to complete all parts of the Claim Form, may result in denial of your claim, delay its processing, or otherwise adversely affect your claim.**

\*XXXXX\*  
XXXXX

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CF

\*Page 1 of 7\*  
Page 1 of 7

\*XXXXXXXXXXXX\*

Unique ID: xxxxxxxxxxxxxx

**REGISTRATION**

First Name:

MI: Last Name:

-----

Mailing Address:

-----

City:

State:

Zip Code:

-----

Telephone Number:

----- - -----

Email Address:

-----

**Please provide the Unique ID identified on the Postcard Notice that was sent to you:**

-----

*Instructions. Please follow the instructions below and answer the questions as instructed.*

CLAIM INFORMATION

***Section A. Confirm Your Eligibility***

**Did you receive a Class Member ID indicating that you may be a member of the Class?**

Yes  No

*If yes, continue to the next question. If no, you are not a member of the Class and do not qualify to file a claim.*

**Did you suffer any financial expenses or other financial losses that you believe were incurred as a result of the Data Breach or did you spend time remedying issues related to the Data Breach? For example, did you sign up and pay for a credit monitoring service, hire and pay for a professional service to remedy identity theft, etc., or did you spend time monitoring credit, resolving disputes for unauthorized transactions, freezing or unfreezing your credit, remedying a falsified tax return, etc. related to the Data Breach?**

Yes  No

*If yes, you may be eligible to fill out **Section B** of this form and provide corroborating documentation.*

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\*CF\*

CF

\*Page 2 of 7\*

Page 2 of 7

\*XXXXXXXXXXXXXX\*

Unique ID: xxxxxxxxxxxxxx

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\*Page 3 of 7\*

Page 3 of 7

**Section B. Reimbursement for Out-of-Pocket Losses and Attested Time**

*If you suffered verifiable financial losses that fairly traceable to the Data Breach or spent time remedying issues related to the Data Breach, you may be eligible to receive a payment to compensate you for these financial losses and lost time spent.*

Out-of-Pocket Losses

*If it is verified that you meet all the criteria described in the Settlement Agreement, and you **submit** proof of your losses and the dollar amount of those losses, you will be eligible to receive a payment compensating you for your documented Out-of-Pocket Losses of up to **\$7,500 per person**. Out-of-Pocket Losses include: unreimbursed identity protection expenses, such as credit reports, credit monitoring, or other identity theft insurance products purchased between XX-XX-XXXX and XX-XX-XXXX. Out-of-Pocket Losses incurred as a result of the Data Breach may also include, without limitation, expenses or unreimbursed costs associated with fraud or identity theft, including professional fees and fees for credit repair services and miscellaneous expenses, such as (i) notary, (ii) fax, (iii) postage, (iii) copying, (iv) mileage, and (v) long-distance telephone charges, as well as costs for credit monitoring costs or other mitigative services that were incurred on or between XX-XX-XXXX and XX-XX-XXXX. Examples of what can be used to prove your losses include: receipts, account statements, bills, etc.*

Attested Time

*You may also be eligible to receive a payment reimbursing you for the amount of lost time you spent remedying issues related to the Data Breach, at \$35 per hour, for up to four (4) hours. You must attest that any lost time was spent related to the Data Breach. Examples of lost time include: time spent monitoring credit, resolving disputes for unauthorized transactions, freezing or unfreezing your credit, remedying a falsified tax return, etc.*

*Providing adequate proof of your losses does not guarantee that you will be entitled to receive the full amount claimed. All claims will also be subject to an aggregate maximum payment amount, as explained in the Settlement Agreement. If the amount of losses claimed exceeds the maximum amount of money available under the Settlement Agreement, then the payment for your claim will be reduced on a pro rata basis. If the amount of claimed losses and other deductions, including attorneys' fees, do not exceed the maximum amount of money available under the Settlement Agreement, remaining funds may be distributed on a pro rata basis. If you would like to learn more, please review the Settlement Agreement for further details.*

For each loss that you believe was incurred as a result of the Data Breach, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and the type of documentation you will be submitting to support the loss. **You must provide ALL this information for this claim to be processed.** Supporting documents must be submitted as part of this Claim Form. **If you fail to provide sufficient supporting documents, the Settlement Administrator will deny your claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator's privacy policy is available at **<https://www.kroll.com/en/settlement-administration>**. With the exception of your name, mailing address, email address, and phone number, supporting documentation will not be provided to the Defendant in this action. Please do not directly communicate with the Defendant regarding this matter. All inquiries are to be sent to the Settlement Administrator.

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Unique ID: xxxxxxxxxxxxxx

Examples of losses include payments for identity theft protection or credit monitoring services and financial losses due to stolen identity incurred as a result of the Data Breach, etc. These are only examples and do not represent a complete list of losses eligible for compensation. Please provide a description of any loss that you claim was incurred as a result of the Data Breach.

Examples of documentation include receipts for identity theft protection services, fees paid to a professional to remedy a falsified tax return, etc. Handwritten notes are not acceptable documentation, but you may submit such notes as you believe necessary to explain your claim or documentation.

Description of the Loss	Date of Loss	Amount	Description of Supporting Documentation
Example: Identity Theft Protection Service	07 - 17 - 20 MM DD YY	\$50.00	Copy of identity theft protection service bill
Example: Fees paid to a professional to remedy a falsified tax return	02 - 30 - 21 MM DD YY	\$25.00	Copy of the professional services bill
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	\$	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	

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**Reimbursement for Attested Time:**

Settlement Class Members may submit a claim for up to four (4) hours of time spent remedying issues related to the Data Breach. Four (4) hours of lost time may be reimbursed, at \$35 per hour, if you provide an attestation as to the time you spent remedying issues related to the Data Breach. Examples of lost time spent remedying issues related to the Data Breach may include time spent remedying identity theft, fraud, misuse of personal information, credit monitoring, or freezing credit reports.

If you spent time remedying issues related to the Data Breach, please list the number of hours you spent here: \_\_\_\_\_.

By checking the below box, I hereby declare under penalty of perjury under the laws of the State of Washington that the information provided in this Claim Form to support my seeking relief for Attested Time (up to \$140) is true and correct.

**Yes, I understand that I am submitting this Claim Form and the affirmation it makes as to my seeking relief for Attested Time under penalty of perjury. I further understand that my failure to check this box may render my claim for Attested Time null and void.**

**Section C. Identity-Theft Protection and Credit Monitoring**

Settlement Class Members are eligible to receive two (2) years of identity-theft protection and credit monitoring services, which includes three bureau credit monitoring and alerts. This is in addition to the credit monitoring services previously offered to individuals who were notified of the Data Breach. Settlement Class Members must affirmatively request identity-theft protection services by indicating such request on this Claim Form, and codes will be sent either to an email address provided by the Settlement Class Members or, if they do not have an email address, mailed to the address provided on the Claim Form. Protection and monitoring provided shall include, at a minimum:

- a) Dark web monitoring.
- b) Identity restoration and recovery services;
- c) \$1,000,000 identity theft insurance with no deductible.

**I would like to receive Identity-Theft protection.**

**Section D. Payment**

By mailing this Claim Form to the Settlement Administrator, you will receive payment for your losses under this Settlement in the form of a check. If you wish to receive an electronic payment, you must submit your Claim Form online at *www.<<SettlementWebsite>>.com*.

**Section D. Settlement Class Member Affirmation**

By submitting this Claim Form and checking the box below, I declare that I received notification from the Defendant that I have been identified as a potential Settlement Class Member. As I have submitted claims of losses due to the Data Breach, I declare that I suffered these losses.

I understand that my claim and the information provided above will be subject to verification.

\*XXXXX\*

XXXXX

\*CF\*

CF

\*Page 6 of 7\*

Page 6 of 7

\*XXXXXXXXXXXXXXXX\*

Unique ID: xxxxxxxxxxxxxx

I also understand that I may not be entitled to recover under this Settlement if I am employed by and/or affiliated with the Judge presiding over this action, and/or am employed by the Defendant or anyone acting on their behalf.

By submitting this Claim Form, I certify that any documentation that I have submitted in support of my claim consists of unaltered documents in my possession.

**Yes, I understand that my failure to check this box may render my claim null and void.**

Please provide your name in both the Signature and Printed Name fields below and date your signature below.

Signature:

Date:   -   -    
MM DD YY

Printed Name:

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com) NO LATER THAN <<claim submission deadline>>.**

\*XXXXX\*  
XXXXX

\*CF\*  
CF

\*Page 7 of 7\*  
Page 7 of 7

# EXHIBIT B

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

*Garcia et al. v. Washington State Department of Licensing*  
Case No. 22-2-05635-5-SEA

**If you are an individual whose personal information was compromised in the Data Breach disclosed by the Washington State Department of Licensing in February 2022, a Class Action Settlement may affect your rights.**

*A Washington State Superior Court authorized this Notice. You are not being sued.  
This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit concerning Washington State Department of Licensing (also known as “DOL”) and a data breach (the “Data Breach”) that was disclosed by DOL in February 2022. In the Data Breach, Private Information for approximately 545,901 professional licensees was stolen from POLARIS, including licensees’ names, email addresses, Social Security numbers, dates of birth, and/or driver’s license or state identification numbers.
- The lawsuit is titled *Garcia, et al. v. Washington Department of Licensing*, Case No. 22-2-05635-5 SEA and is pending in the Superior Court of the State of Washington in and for the King County. The lawsuit asserts claims related to the Data Breach. The Defendant in the lawsuit is the Washington State Department of Licensing (“DOL” or “Defendant”). Defendant denies it is or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise between the Parties to end the lawsuit.
- Members of the Settlement Class are all individuals whose personal information was compromised in the Data Breach disclosed by the Washington State Department of Licensing in February 2022. The Settlement Class specifically excludes: (i) DOL and its officers and directors; (ii) all Settlement Class Members who timely and validly submit requests for exclusion from the Settlement Class; (iii) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge; and (iv) members of the judiciary to whom this case is assigned, their families, and members of their staff.
- Settlement Class Members are eligible to receive the following relief: (1) up to \$7,500, per person, in reimbursement for Out-of-Pocket Losses stemming from the Data Breach, consisting of actual documented and unreimbursed costs, expenses and losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Settlement Class Member’s personal information; (2) costs incurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred) associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Losses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (4) credit monitoring or other mitigating costs that were incurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred) through the date of the Settlement Class Member’s claim submission; and (5)

reimbursement for up to 4 hours of time spent remedying issues related to the Data Breach at \$35 per hour. The Settlement Administrator will post additional information about the payment amount on [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com). Defendant has also agreed to enact reasonable and appropriate remedial measures/security enhancements. For complete details, please see the Settlement Agreement, whose terms control, available at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).

- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <<Claims Deadline>>.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	By asking to be excluded, you will not share in this Settlement. This is the only option that allows you to keep any rights to sue Defendant about the same legal claims in this lawsuit. The deadline to exclude from the Settlement is <<Opt-Out Deadline>>.
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is <<Objection Deadline>>.
<b>ATTEND THE FINAL APPROVAL HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on <<DATE>>, at <<TIME>> a.m. PT.
<b>DO NOTHING</b>	By doing nothing, you forfeit the opportunity to receive any compensation and you give up any rights to sue Defendant, and certain parties related to Defendant, about the claims that have been or could have been asserted based on the facts alleged in this lawsuit.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes Final.
- *Visite [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com) para obtener una copia de este aviso en español.*

## BASIC INFORMATION

### 1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment, identity-theft protection and credit monitoring as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Judith H. Ramseyer of the Superior Court of the State of Washington in and for the King County is overseeing this class action. The case is called *Garcia, et al. v. Washington Department of Licensing*, Case No. 22-2-05635-5 SEA (Wash. Super. Ct.) (the “Action”).

Amy Garcia, Anthony Gibbons, Taylor Riley-Gibbons, Tony Myhre, and Hansa Thomas are the Plaintiffs or Settlement Class Representatives. The company they sued, Washington State Department of Licensing, is the Defendant.

### 2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Amy Garcia, Anthony Gibbons, and Taylor Riley-Gibbons—sue on behalf of a group of people who have similar claims. Together, this group is called a “Settlement Class” and consists of “Settlement Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

The Plaintiffs claim that Defendant failed to implement and maintain reasonable security measures necessary to protect Private Information that it maintained on its computer systems for professional licensees in the State of Washington, in order to prevent the Data Breach from occurring.

Defendant denies that it is or can be held liable for the claims made in the lawsuit. More information about the complaint in the lawsuit and Defendant’s responses can be found in the “Court Documents” section of the Settlement Website at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).

### 4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. The Settlement Class Representatives and Class Counsel, attorneys for the

Settlement Class Members, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by Defendant.

## **WHO'S INCLUDED IN THE SETTLEMENT?**

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

You are part of the Settlement as a Settlement Class Member if your personal information was compromised in the Data Breach disclosed by the Washington State Department of Licensing in February 2022. Eligible Settlement Class Members will have been mailed notice of their eligibility (including from *Garcia v. Washington*, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY XXXXX-XXXX), and Settlement Class membership will be verified against that mailed list. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at 1-XXX-XXX-XXXX or by visiting the Settlement Website at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).

1. This Settlement Class does not include: (a) DOL and its officers and directors; (b) all Settlement Class Members who timely and validly submit requests for exclusion from the Settlement Class; (c) any Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge; and (d) members of the judiciary to whom this case is assigned, their families, and members of their staff.

## **THE SETTLEMENT BENEFITS**

### **6. What does the Settlement provide?**

This Settlement provides eligible Settlement Class Members with: (1) up to \$7,500 per person in reimbursement for Out-of-Pocket Losses consisting of actual documented and unreimbursed costs, expenses and losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Settlement Class Member's personal information; (2) costs incurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred) associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (4) credit monitoring or other mitigating costs that were incurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred) through the date of the Settlement Class Member's claim submission; and (5) reimbursement for up to 4 hours of time spent remediating issues related to the Data Breach at \$35 per hour. The Settlement also provides eligible Settlement Class Members with the right to enroll in two years of identity-theft protection and credit monitoring services that will include a combination of the following available features: (1) dark web monitoring; (2) identity restoration and recovery services; and (3) \$1,000,000 in identity theft insurance with no deductible.

Finally, if the costs of settlement payments, identity theft protection, settlement administration, service awards to Settlement Class Representatives, and the Fee Award and Costs do not exceed \$3,600,000, all remaining funds may be distributed on a *pro rata* basis, up to an additional \$300 for each claimant, to all Settlement Class Members who submitted a valid claim.

#### 6.A. Who May Recover for Out-of-Pocket Losses and for How Much?

- If you are a Settlement Class Member and you incurred documented Out-of-Pocket Losses as a result of the Data Breach, you may be eligible to receive reimbursement up to a total of \$7,500 per Settlement Class Member. Out-of-Pocket Losses incurred as a result of the Data Breach may include, without limitation, (1) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class member's personal information; (2) costs incurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred) associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (4) credit monitoring or other mitigating costs that were incurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred) through the date of the Settlement Class Member's claim submission. Out-of-Pocket Losses will be paid from the cash settlement fund.
- For Attested Time spent remedying the issues related to the Data Breach, you may receive reimbursement for up to 4 hours at \$35 per hour by providing an attestation and a brief description of (1) the actions taken in response to the Data Breach and (2) the time associated with each action.

#### 6.B. Who May Receive Identity-Theft Protection and Credit Monitoring?

- Settlement Class Members are eligible to receive two (2) years of identity-theft protection and credit monitoring services, which includes three bureau credit monitoring and alerts. This is in addition to the credit monitoring services previously offered to individuals who were notified of the Data Breach. Settlement Class Members must affirmatively request identity-theft protection services by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Members or, if they do not have an email address, mailed to the address provided on the Claim Form. Protection and monitoring provided shall include, at a minimum:
  - a) Dark web monitoring;
  - b) Identity restoration and recovery services; and
  - c) \$1,000,000 identity theft insurance with no deductible.
- Settlement Class Members can enroll for these identity protection and credit monitoring services whether or not they are eligible for a monetary recovery under this Settlement. Such coverage and flexibility in enrollment provide protection for Settlement Class Members against future identity theft.

**Maximum Settlement Contribution:** Under this Settlement, the maximum total amount Defendant may be required to pay is \$3,600,000. This will be used to fund settlement payments or

settlement checks, identity-theft protection and credit monitoring services, Settlement Administration Costs, Service Award Payments to named Plaintiffs, and the Attorneys' Fee Award and Costs. In the event that Settlement Payments or Settlement Checks, Identity-Theft Protection and Credit Monitoring services, Settlement Administration Costs, Service Awards to Named Plaintiffs, and Attorney's Fees and costs exceed \$3,600,000, all class member payments will be reduced on a pro rata basis. If Settlement Payments or Settlement Checks, Identity-Theft Protection and Credit Monitoring, Settlement Administration Costs, Service Awards to Named Plaintiffs, and the Fee Award and Costs do not exceed \$3,600,000, all remaining funds may be distributed on a *pro rata* basis, up to an additional \$300 for each claimant, to all Settlement Class Members who submitted a Valid Claim.

## HOW TO GET BENEFITS

### 7. How do I make a Claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form. Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com) or by USPS mail. Claim Forms are only available through the Settlement Website at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).

Claims will be subject to a verification process. You will need the Class Member ID provided on the front of your postcard Notice to fill out a Claim Form. **All Claim Forms must be received online or postmarked on or before <<Claims Deadline>>.**

### 8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for <<DATE>>, at <<TIME>> **a.m. PT.** If the Court approves the Settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient. Eligible Claims will be paid to Settlement Class Members electronically unless a Settlement Class Member chooses to receive payment by written check. All checks will expire and become void 120 days after they are issued.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

Yes, the Court has appointed Kim D Stephens, P.S. and Kaleigh N. Boyd of Tousley Brain Stephens PLLC, Timothy Emery of Emery Reddy, PLLC, and M. Anderson Berry of Clayco C. Arnold, A Professional Law Corp. as "Class Counsel" to represent the Settlement Class.

#### Should I get my own lawyer?

You don't need to hire your own lawyer because Class Counsel are working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

## **10. How will the lawyers be paid?**

Class Counsel will file a Fee Application for an award of attorneys' fees and litigation costs and expenses to be paid from the Settlement Fund. Class Counsel will ask the Court to approve, and DOL agrees not to oppose, an award of Attorneys' Fees of up to 30 percent of the Settlement Fund (\$1,080,000), plus costs and expenses, to be paid from the Settlement Fund. Class Counsel will also request Service Award Payments of up to \$6,000 for each of the Settlement Class Representatives. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Settlement Class Representatives. The Court may award less than the amounts requested. Whether the Settlement will be finally approved does not depend on whether or how much the Court awards in attorneys' fees, costs, and expenses or service awards.

## **YOUR RIGHTS AND OPTIONS**

## **11. What claims do I give up by participating in this Settlement?**

If you do not exclude yourself from the Settlement, you will not be able to sue the Defendant or certain entities related to Defendant about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included release. This is true regardless of whether you submit a Claim Form. You can read the Settlement Agreement at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com). However, you may exclude yourself from the Settlement (see Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the terms of the Settlement.

“Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action. The Released Claims include the release of Unknown Claims.

The Settlement Agreement in Section II, paragraph 36 and Section XIII, paragraphs 84–85, describe the release, Released Claims, and Unknown Claims in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com) or in the public court records on file in this lawsuit. For questions regarding Releases and what they mean, you can also contact one of the lawyers listed in Question 9 for free, or you can talk to your own lawyer at your own expense.

The Released Claims do not include any claims arising from or relating to any conduct by Defendant after the date the Agreement is executed. The Released Claims shall also not include the right of named Plaintiffs, any Settlement Class Member, or any Releasing Party to enforce the terms of the Settlement Agreement.

## **12. What happens if I do nothing at all?**

If you do nothing, you will receive no payment under the Settlement for any losses incurred as a result of the Data Breach. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant or certain entities related to the Defendants for the claims or legal issues resolved in this Settlement.

## **13. What happens if I ask to be excluded?**

If you exclude yourself from the Settlement, you will receive no benefits or payment under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendant in this class action.

## **14. How do I ask to be excluded?**

You can ask to be excluded from the Settlement. To do so, you must send a letter or exclusion form stating: (1) the name of the proceeding, *Garcia, et al. v. Washington Department of Licensing*, Case No. 22-2-05635-5 SEA (Wash. Super. Ct.); (2) your full name; (3) your current address; (4) your personal signature; and (5) the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the settlement at the top of the communication. You must mail your exclusion request, postmarked no later than <<Opt-Out Deadline>>, to the following address:

*Garcia v. Washington*  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY XXXXX-XXXX

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

## **15. If I don't exclude myself, can I sue Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being resolved by this Settlement even if you do nothing.

## **16. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

## 17. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval of the settlement by filing an objection. To object, you must file written notice with the Court stating that you object to the Settlement in *Garcia, et al. v. Washington Department of Licensing*, Case No. 22-2-05635-5 SEA (Wash. Super. Ct.), no later than **<<Objection Deadline>>**. Your objection should be filed with the Court, which you can do by mailing your objection and any supporting documents to the Superior Court of the State of Washington in and for the King County at the following address:

King County Superior Court  
516 Third Ave.  
Room E-609  
Seattle, Washington 98104

If you are represented by a lawyer, the lawyer may file your objection through the Court's e-filing system. If you are represented by an attorney, you must include the identity of any and all attorneys representing you in the objection.

The objection must be in writing and include the case name, *Garcia, et al. v. Washington Department of Licensing*, Case No. 22-2-05635-5 SEA (Wash. Super. Ct.). Your objection must also include the following information: (1) your full name, current mailing address, telephone number, and email address; (2) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (3) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (4) the identity of any and all attorneys representing the objector; (5) a statement regarding whether the objector (or his or her attorney) intends to appear at the Final Approval Hearing; and (6) the signature of the objector or his or her attorney.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to both Class Counsel and Defendant's lawyers at the addresses listed below, postmarked no later than **<<Objection Deadline>>**:

Class Counsel	Defense Counsel
Kim D. Stephens Kaleigh N. Boyd <b>Tousley Brian Stephens P.L.L.C</b> 1200 Fifth Avenue, Ste 1700 Seattle, WA 98101-3147  Timothy Emery <b>Emery Reddy, PLLC</b> 600 Stewart Street Suite 1100 Seattle, WA 98101	<b>&lt;&lt;Name&gt;&gt;</b> <b>Shook, Hardy &amp; Bacon, L.L.P</b> <b>Address</b>

<p>M. Anderson Berry <b>Clayco C. Arnold, A Professional Law Corp.</b> 865 Howe Avenue Sacramento, CA 95825</p>	
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Class Counsel will file their request for attorneys' fees, costs, and expenses and Service Award Payments for the Settlement Class Representatives with the Court, which will also be posted on the Settlement Website, at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).

**18. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FAIRNESS HEARING**

**19. When and where will the Court hold a hearing on the fairness of the Settlement?**

The Court will hold the Final Approval Hearing on <<DATE>>, at <TIME>> a.m. PT at the **King County Superior Court, 516 Third Ave., Courtroom W-355, Seattle, Washington 98104**. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Award Payments to the Settlement Class Representatives.

**Note:** The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com), or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

**20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

## **21. May I speak at the Hearing?**

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement.

### **GETTING MORE INFORMATION**

## **22. Where can I get additional information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT [WWW.<<SETTLEMENTWEBSITE>>.COM](http://WWW.<<SETTLEMENTWEBSITE>>.COM), BY CALLING TOLL-FREE AT, 1-XXX-XXX-XXXX OR WRITING TO:

*Garcia v. Washington*  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY XXXXX-XXXX

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

# EXHIBIT C

WSDOL Data Breach  
c/o Kroll Settlement Administration LLC  
P.O. Box 5324  
New York, NY 10150-5324

***Garcia et al. v. Washington State  
Department of Licensing, No. 22-2-05635-  
5-SEA***

**Court-Approved Legal Notice**

**If your personal information was  
compromised in the Data Breach  
disclosed by the Washington State  
Department of Licensing in February  
2022, you may be entitled to benefits  
from a class action settlement.**

*A Washington State Superior Court  
authorized this Notice.*

*This is not junk mail, an advertisement, or  
a solicitation from a lawyer.*

**For more information, visit  
[www.<<WebsiteName>>.com](http://www.<<WebsiteName>>.com) or call toll-  
free 1-XXX-XXX-XXXX.**

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Forwarding Service Requested

Postal Service: Please do not mark barcode

<<RefNum Barcode>>

Unique ID: <<RefNum>>

<<First Name>> <<Last Name>>

<<Address 1>><<Address 2>>

<<City>>, <<State>> <<Zip>><<Zip 4>>

**IMPORTANT MESSAGE FROM THE COURT:** A Settlement has been reached in a class action lawsuit concerning Washington State Department of Licensing (“Defendant”) and a data breach (the “Data Breach”) that the Department of Licensing announced in February 2022 after one or more unauthorized individuals accessed or potentially accessed information stored on the Washington State Department of Licensing’s POLARIS professional licensing system, including Social Security numbers, drivers’ license numbers and dates of birth.

**Who is Included?** The Settlement Class includes: All individuals whose personal information was compromised in the Data Breach.

**What does the Settlement Provide?** Please see the Settlement Agreement for full details. Generally, Settlement Class Members are eligible to receive the following relief: (1) up to \$7,500 per person in reimbursement for Out-of-Pocket Losses consisting of actual documented and unreimbursed costs, expenses and losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Settlement Class Member’s personal information; (2) costs incurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred) associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (4) credit monitoring or other mitigating costs that were incurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred) through the date of the Settlement Class Member’s claim submission; and (5) reimbursement for up to 4 hours of time spent remedying issues related to the Data Breach at \$35 per hour.

Settlement Class Members can also elect to enroll in two (2) years of identity-theft protection and credit monitoring services that will include a combination of the following available features: (1) dark web monitoring; (2) identity restoration and recovery services; and (3) \$1,000,000 in identity theft insurance with no deductible.

Under the Settlement, the maximum total amount Defendant is required to pay is \$3,600,000. Payments may be increased or decreased on a pro rata basis. For full details, review the Settlement Agreement. The Settlement is without an admission of liability.

**How To Get Benefits:** You must submit a Claim Form, available at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com). You will need the Unique Class Member ID number found on the front of this postcard under your contact information to submit a Claim Form. The Claim Form must be postmarked or submitted electronically at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com) on or before <<Deadline Time>>. (Pacific) on <<Deadline Date>>. Claims will be subject to a verification process.

**Your Other Options.** If you file a Claim Form, object to the Settlement, or do nothing, you will stay in the Settlement Class and be bound to its terms, including its release. You will be legally bound by all orders of the Court and you will not be able to start, continue, or be part of any other lawsuit against Defendant or related parties arising out of the Data Breach. If you do not want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by <<Exclusion Deadline Date>>. If you do not exclude yourself, you may object to the Settlement by <<Exclusion Deadline Date>>. Please see the Settlement Agreement for full details.

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**More Information.** More information about your rights and options can be found in the Notice and Settlement Agreement available at [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com) or by calling toll-free 1-XXX-XXX-XXXX.

*Para una notificación en español, visite [www.<<SettlementWebsite>>.com](http://www.<<SettlementWebsite>>.com).*

# EXHIBIT D

WSDOL Data Breach  
c/o Kroll Settlement Administration LLC  
P.O. Box 5324  
New York, NY 10150-5324

***Garcia et al. v. Washington State  
Department of Licensing, No. 22-2-05635-  
5-SEA***

**Court-Approved Legal Notice**

**If your personal information was  
compromised in the Data Breach  
disclosed by the Washington State  
Department of Licensing in February  
2022, you may be entitled to benefits  
from a class action settlement.**

*A Washington State Superior Court  
authorized this Notice.*

*This is not junk mail, an advertisement, or  
a solicitation from a lawyer.*

**For more information, visit  
[www.<<WebsiteName>>.com](http://www.<<WebsiteName>>.com) or call toll-  
free 1-XXX-XXX-XXXX.**

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Forwarding Service Requested

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<<RefNum Barcode>>

Unique ID: <<RefNum>>

<<First Name>> <<Last Name>>

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