

The Honorable Camara Banfield

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

In re: Clark County, Data Security Litigation,

Lead Case No. 25-2-02214-06

SETTLEMENT AGREEMENT

1 This Settlement Agreement, dated March ____, 2026, is made and entered into by and
2 among Plaintiffs James Reese, Jessica Hardwick, Melissa Parker, and Tanya Severson
3 (“Plaintiffs”), individually and on behalf of the Settlement Class, and Defendant Clark County,
4 Washington (“Defendant”) (together with Plaintiffs, the “Settling Parties”), by and through their
5 respective counsel. This Agreement is intended by the Settling Parties to fully, finally, and forever
6 resolve, discharge, and settle all of Class Representatives’ Released Claims, as defined below, upon
7 and subject to the terms and conditions hereof, and subject to the Court’s approval.

8 **RECITALS**

9 WHEREAS, on September 8, 2025, Plaintiffs filed their Consolidated Class Action
10 Complaint in the Superior Court of the State of Washington, County of Clark, entitled *In re: Clark*
11 *County, Data Security Litigation*, Lead Case No. 25-2-02214-06 (the “Litigation”), which is the
12 operative Class Action Complaint (“Complaint”) for this matter;

13 WHEREAS, the Complaint asserts claims against Defendant for Negligence, Unjust
14 Enrichment, and Breach of Implied Contract, arising from the Data Security Incident (as such term
15 is defined below);

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

21 WHEREAS, without acknowledging or admitting any fault or liability on the part of the
22 Defendant, the Settling Parties have agreed to enter into this agreement as a reasonable and
23 appropriate compromise of Class Representatives’ and Class Members’ claims to put to rest all
24 controversy and to avoid the uncertainty, risk, and/or expense of burdensome, protracted, and costly
25 litigation that would be involved in pursuing and defending this Litigation. This Agreement is for
26 settlement purposes only, and nothing in this Agreement shall construe, be construed as, or be
27 admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiff
28 in this Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault,

1 violation of law, or liability of any kind on the part of Defendant or admission by any of the parties
2 of the validity or lack thereof of any claim, allegation, or defense asserted in this Litigation or in
3 any other action;

4 WHEREAS, on December 17, 2025, the Settling Parties participated in mediation with Hon.
5 Ronald Leighton (Ret.) during which the general terms of a settlement were negotiated and
6 finalized to resolve the Litigation, as outlined herein;

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

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

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

25 **I. DEFINITIONS**

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

28 1.1 “Agreement” or “Settlement Agreement” means this agreement.

1 1.2 “Claims Administration” means the issuing of notice of the settlement reflected in
2 this Agreement to Class Members and the processing and payment of claims received from
3 Settlement Class Members by the Claims Administrator.

4 1.3 “Claims Administrator” means Angeion Group, LLC (“Angeion”), who is
5 experienced in administering class action claims generally and specifically those of the type
6 provided for and made in data breach litigation.

7 1.4 “Claims Deadline” means the postmark and/or online submission deadline for valid
8 claims submitted pursuant to ¶ 2 below. The Claims Deadline is ninety (90) days after the Notice
9 Commencement date.

10 1.5 “Claim Form” means the claim form to be used by Settlement Class Members to
11 submit a Settlement Claim, either through the mail or online through the Settlement Website,
12 substantially in the form as shown in **Exhibit A**.

13 1.6 “Claimant” means a Settlement Class Member who submits a Claim Form for a
14 Settlement Payment.

15 1.7 “Class Counsel” means M. Anderson Berry of Emery Reddy PC.

16 1.8 “Class Members” means all individuals residing in the United States whose private
17 information was potentially or actually impacted by the Data Security Incident, including all those
18 who were sent notice of the Data Security Incident. Class Members are defined to specifically
19 exclude: (a) all individuals who are directors or officers of Defendant, (b) the Judge assigned to the
20 Litigation, and (d) that Judge’s immediate family and Court staff. There are approximately 76,315
21 Class Members. These individuals constitute the “Settlement Class” solely for purposes of
22 certifying a settlement class in this Litigation.

23 1.9 “Class Representatives” means James Reese, Jessica Hardwick, Melissa Parker, and
24 Tanya Severson.

25 1.10 “Costs of Claims Administration” means all actual costs associated with or arising
26 from Claims Administration. The Claims Administrator shall, from the Settlement Fund, pay all
27 Costs of Claims Administration subject to approval by Class Counsel and Defendant’s Counsel.

28 1.11 “Court” means the Clark County Superior Court in the State of Washington.

1 1.12 “Data Security Incident” means the data security incident alleged in the operative
2 Consolidated Complaint, *i.e.*, the cyberattack perpetrated by cybercriminals against Defendant that
3 occurred in October 2023.

4 1.13 “Dispute Resolution” means the process for resolving disputed Settlement Claims
5 as set forth in this Agreement.

6 1.14 “Final” or “Effective Date” means the day after the entry of the Final Approval
7 Order, and the occurrence of all of the following events: (i) the settlement pursuant to this
8 Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as
9 that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the
10 Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment
11 has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and
12 such dismissal or affirmance has become no longer subject to further appeal or review.
13 Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service
14 award made in this case shall not affect whether the Judgment is “Final” as defined herein or any
15 other aspect of the Judgment.

16 1.15 “Final Approval of the Settlement” means an order and judgment that the Court
17 enters and which finally approves the Settlement Agreement without material change to the Settling
18 Parties’ agreed-upon proposed final approval order and judgment.

19 1.16 “Judgment” means a judgment rendered by the Court, after the Final Fairness
20 Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class,
21 dismisses the Litigation with prejudice, and is consistent with all material provisions of this
22 Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed
23 judgment, which Defendant must approve before filing.

24 1.17 “Litigation” means *In re: Clark County, Data Security Litigation* Lead Case No. 25-
25 2-02214-06, pending before the Court as of the date of this Agreement.

26 1.18 “Long Notice” means the long form notice of settlement to be posted on the
27 Settlement Website, substantially in the form as shown in **Exhibit B**.

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1 1.19 “Notice Commencement Date” means thirty (30) days following entry of the
2 Preliminary Approval Order and is the date by which the Claims Administrator shall establish the
3 Settlement Website, toll-free telephone line, and commence the initial mailing of the Short Notice.

4 1.20 “Notice Program” means steps taken by the Claims Administrator to notify Class
5 Members of the settlement as set forth below.

6 1.21 “Objection Date” means the date by which Settlement Class Members must file with
7 the Court, with service to Class Counsel for the Settling Parties, their objection to the Settlement
8 Agreement for that objection to be effective. The Objection Date is sixty (60) days after the Notice
9 Commencement Date. The postmark date shall constitute evidence of the date of mailing for these
10 purposes.

11 1.22 “Opt-Out Date” means the date by which Class Members must mail requests to be
12 excluded from the Settlement Class for that request to be effective.. The Opt-Out Date is sixty (60)
13 days after the Notice Commencement Date. The postmark date shall constitute evidence of the date
14 of mailing for these purposes.

15 1.23 “Person” means an individual, corporation, partnership, limited partnership, limited
16 liability company or partnership, association, joint stock company, estate, legal representative,
17 trust, unincorporated association, government or any political subdivision or agency thereof, and
18 any business or legal entity, and their respective spouses, heirs, predecessors, successors,
19 representatives, or assignees.

20 1.24 “Preliminary Approval Order” means the order preliminarily approving the
21 Settlement Agreement and ordering that notice be provided to Class Members substantially in the
22 form attached hereto as **Exhibit C**.

23 1.25 “Released Claims” shall mean any and all past, present, and future rights, liabilities,
24 actions, demands, damages, penalties, costs, attorneys’ fees, losses, remedies, claims, and causes
25 of action including, but not limited to, any causes of action related to the Data Security Incident,
26 arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or
27 common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§
28 *et seq.*, and all similar statutes in effect in any states in the United States; all California and

1 Washington consumer protection statutes; violations of any federal or state data breach notification
2 statutes; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of
3 fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether
4 fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide
5 adequate notice pursuant to any breach notification statute or common law duty; and including,
6 but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory
7 relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring
8 services, the creation of a fund for future damages, statutory damages, punitive damages, special
9 damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known
10 or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or
11 contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either
12 has been asserted, was asserted, or could have been asserted, by any Settlement Class Member
13 against any of the Released Parties (including, but not limited to, assigned claims and any and all
14 "Unknown Claims" as defined below) based on, relating to, concerning or arising out of the Data
15 Security Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or
16 otherwise described in the Litigation. Released Claims shall not include the right of any
17 Settlement Class Member or any of the Released Parties to enforce the terms of the settlement
18 contained in this Settlement Agreement and shall not include the claims of Settlement Class
19 Members who have timely excluded themselves from the Settlement Class consistent with the terms
20 and requirements of this Agreement.

21 1.26 "Request for Exclusion" is the written communication by or on behalf of a
22 Settlement Class Member in which he or she requests to be excluded from the Settlement Class in
23 the form and manner provided for in the Notice.

24 1.27 "Released Persons" means Defendant and each and every of its past and present
25 affiliates, divisions, employees, servants, members, providers, partners, principals, directors,
26 officers, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers,
27 coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors,
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1 transferees, trustees, authorized agents, and assigns, and includes, without limitation, any Person
2 related to any such entities who is, was, or could have been named as a defendant in the Litigation.

3 1.28 "Settlement Claim" means a claim for settlement benefits made under the terms of
4 this Settlement Agreement.

5 1.29 "Settlement Class List" means the list generated by Defendant containing the names
6 and contact information for all persons who fall under the definition of Class Members, which
7 Defendant shall provide to the Claims Administrator within ten (10) days after entry of the
8 Preliminary Approval Order and engagement of the Claims Administrator.

9 1.30 "Settlement Class Member(s)" means Class Members who do not timely and
10 validly opt-out of the Agreement by excluding themselves from this settlement proceeding using
11 the protocol described herein.

12 1.31 "Settlement Fund" shall mean the common fund in the amount of Eight-Hundred
13 Thousand Dollars (\$800,000) established and on behalf of the Settlement Class Members. The
14 Settlement Fund represents the total extent of Defendant's monetary obligations under the
15 Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed and shall be
16 final. Defendant shall have no obligation to make further payments into the Settlement Fund and
17 shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement
18 Fund.

19 1.32 "Settling Parties" means, collectively, Defendant and Plaintiffs, individually and on
20 behalf of the Settlement Class Members.

21 1.33 "Settlement Website" means a website, the URL for which will be mutually selected
22 by the Settling Parties in consultation with the Claims Administrator, that will inform Class
23 Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related
24 information, as well as provide the Class Members with the ability to submit a Settlement Claim
25 online.

26 1.34 "Short Notice" means the short form notice of the proposed class action settlement,
27 substantially in the form as shown in **Exhibit D**. The Short Notice will direct recipients to the
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1 Settlement Website and inform Class Members of, among other things, the Claims Deadline, the
2 Opt-Out Date and Objection Date, and the date of the Final Fairness Hearing.

3 1.35 "United States" as used herein includes all 50 states and the District of Columbia.

4 1.36 "Valid Claims" means Settlement Claims in an amount approved by the Claims
5 Administrator or found to be valid through the claims processing and/or Dispute Resolution
6 process, or through the process for review and challenge set forth in the section entitled,
7 "administration of Claims."

8 II. SETTLEMENT CLASS BENEFITS

9 2.1.1 Settlement Fund. Defendant is responsible for making a payment of Eight-Hundred
10 Thousand Dollars (\$800,000), which shall constitute the entire Settlement Fund. Defendant shall
11 not be required to pay any more money under this Settlement. An initial up-front amount, to be
12 determined by the Claims Administrator, shall be paid to the Claims Administrator to cover the
13 initial notice and administration costs, within twenty (20) days after the Court issues a Preliminary
14 Approval Order. The Claims Administrator shall provide an invoice, payment instructions, and a
15 properly completed and duly executed IRS Form W-9, along with any other necessary forms, to
16 Defendant within five (5) days of the entry of the Preliminary Approval Order. Defendant
17 shall have the balance of the Settlement Fund deposited within fourteen (14) days after the Effective
18 Date and a properly complete and duly executed IRS Form W-9 and payment instructions. As set
19 forth below, the Settlement Fund will be used to pay for cash payments to Settlement Class
20 Members, Claims Administration costs, service awards, and attorney's fees and litigation expenses.
21 For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant's
22 liability shall not exceed Eight-Hundred Thousand Dollars (\$800,000). To the extent this
23 Settlement Agreement is not finally approved, Defendant will be entitled to the return of any
24 amounts not already incurred by the Claims Administrator in connection with administration of the
25 Settlement. Following Defendant's payment of all Settlement Fund monies as described in this
26 Paragraph after Final Approval, Defendant shall have no responsibility, financial obligation, or
27 liability whatsoever with respect to the selection of the Settlement Fund account, investment of
28 Settlement Fund account funds, payment of federal, state, and local income, employment,

1 unemployment, excise, and any other taxes or tax-related expenses imposed on the Settlement Fund
2 account or its distributions, or payment of the administrative, legal, accounting, or other costs
3 occasioned by the use or administration of the Settlement Fund.

4 2.2 Cash Benefits. Defendant agrees to make available from the Settlement Fund the
5 below compensation to Settlement Class Members who submit valid and timely Claim Forms.
6 Claims will be reviewed for completeness and plausibility by the Claims Administrator. For claims
7 deemed invalid, the Claims Administrator shall provide Claimants an opportunity to cure, unless an
8 inability to cure is apparent from the face of the claim, e.g., the Claimant is not a Class Member.

9 2.2.1 Compensation for Out-of-Pocket Losses: All Settlement Class
10 Members may submit a claim for documented out-of-pocket losses including, for example,
11 unreimbursed losses relating to fraud or identity theft, unreimbursed costs of credit monitoring
12 incurred between the time of the Data Security Incident and the time the claim is submitted, and
13 unreimbursed bank fees, postage, or gasoline for travel (“Out-of-Pocket Losses”), up to \$5,000 per
14 individual, all of which must be fairly traceable to the Data Security Incident and must not have
15 been previously reimbursed by a third party. Expenses must be attested to and supported by
16 documentation substantiating the full extent of the amount claimed. Documentation supporting the
17 claim can include receipts or other documentation not “self-prepared” by the claimant that
18 document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by
19 themselves, insufficient to receive reimbursement, but can be considered to add clarity or support
20 other submitted documentation. Settlement Class Members shall not be reimbursed for Out-of-
21 Pocket Losses if they have already been reimbursed for the same Out-of-Pocket Losses by another
22 source.

23 2.2.2 Settlement Class Members seeking reimbursement under ¶ 2.2.1
24 must complete and submit to the Claims Administrator a Claim Form in a form substantially similar
25 to the one attached as **Exhibit A**, postmarked or submitted online or received on or before the
26 Claims Deadline. The notice to the Class Members will specify this deadline and other relevant
27 dates described herein. The Claim Form must be verified by the Settlement Class Member with a
28 statement that his or her claim is true and correct, to the best of his or her knowledge and belief.

1 Notarization shall not be required. Claims for Out-of-Pocket Losses must be attested to and
2 supported by documentation substantiating the full extent of the amount claimed. Failure to provide
3 such supporting documentation, as requested on the Claim Form, shall result in denial of a claim.
4 Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions
5 stated in ¶ 10.1.

6 2.3 Residual Funds / Pro Rata Cash Fund Payments. In the event that compensation for
7 Out-of-Pocket Losses, Claims Administration costs, service awards to Class Representatives, and
8 attorney’s fees and litigation expenses exceed the Settlement Fund, all Class Member payments
9 will be reduced on a *pro rata* basis such that Defendant’s maximum amount to be paid does not
10 exceed the non-reversionary Settlement Fund. If compensation for Out-of-Pocket Losses, Claims
11 Administration Costs, service awards to Class Representative, and attorney’s fees and litigation
12 expenses award do not exceed the Settlement Fund, all remaining funds will be distributed on a per
13 class member basis, to all Settlement Class Members who submitted a Valid Claim for such benefit.
14 As to any portion of the settlement fund that remains after all of the above have been paid, the
15 parties shall meet and confer regarding the appropriate use of such residual funds, including the
16 possibility for using residual funds for additional cash benefits to the Settlement Class Members or
17 whether any such funds shall be paid to the Legal Foundation of Washington.

18 2.4 Remedial Measures into Data Security. Defendant has and will continue to undertake
19 certain reasonable steps to enhance the security deployed to secure access to its data network.
20 Defendant has or will provide Settlement Class Counsel reasonable confidential confirmatory
21 discovery upon request identifying the Settlement Class Members and the enhancements, including
22 value of the enhancements, made, or being made to protect Settlement Class Members’ information
23 stored on Defendant’s data network. The confidential confirmatory discovery period will begin on
24 the execution of this Settlement Agreement between the Settling Parties and conclude no later than
25 30 days thereafter.

26 2.5 Dispute Resolution. The Claims Administrator, in its discretion to be reasonably
27 exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the Claimant
28 has provided all information needed to complete the Claim Form, including any documentation

1 and/or attestation that may be necessary to reasonably support the Out-of-Pocket Losses described
2 in ¶ 2.2.1; and (3) the information submitted could lead a reasonable person to conclude that more
3 likely than not the Claimant has suffered the claimed losses as a result of the Data Security Incident.
4 The Claims Administrator may, at any time, request from the Claimant, in writing, additional
5 information as the Claims Administrator may reasonably require in order to evaluate the claim (e.g.,
6 documentation requested on the Claim Form, information regarding the claimed losses, available
7 insurance and the status of any claims made for insurance benefits, and claims previously made for
8 identity theft and the resolution thereof). For any such Settlement Claims that the Claims
9 Administrator determines to be implausible, the Claims will be deemed invalid and submitted to
10 counsel for the Settling Parties. If counsel for the Settling Parties agree that any such claim is a
11 Valid Claim, the Claims Administrator shall follow counsel's joint direction regarding the
12 disposition of the claim.

13 2.5.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form
14 that is not accompanied by sufficient documentation to determine whether the claim is facially
15 valid, the Claims Administrator shall request additional information and give the Claimant thirty
16 (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will
17 be deemed invalid and there shall be no obligation to pay the claim.

18 2.5.2 Following receipt of additional information requested by the Claims
19 Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser
20 amount, or reject each claim. If, after review of the claim and all documentation submitted by the
21 Claimant, the Claims Administrator determines that such a claim is valid, then the claim shall be
22 paid, subject to the review and challenge process set forth in ¶ 10.1. If the claim is determined to
23 be invalid, then the Claims Administrator will submit it to counsel for the Settling Parties. If counsel
24 for the Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator shall
25 follow counsel's joint direction regarding the disposition of the claim.

26 2.5.3 Settlement Class Members shall have thirty (30) days from receipt of the
27 offer to accept or reject any offer of partial payment received from the Claims Administrator. If a
28 Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator

1 shall have fifteen (15) days to reconsider its initial adjustment amount and make a final
2 determination. If the Claimant approves the final determination, then the approved amount shall be
3 the amount paid. If the Claimant does not approve the final determination within thirty (30) days,
4 then the dispute will be submitted to counsel for the Settling Parties within an additional ten (10)
5 days. The Claims Administrator shall follow counsel for the Settling Parties' joint direction
6 regarding the disposition of the claim.

7 **III. CLASS CERTIFICATION**

8 3.1 The Settling Parties agree, for purposes of this settlement only, to the certification
9 of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by
10 the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this
11 Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class
12 provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class
13 had never been certified, without prejudice to any Person's or Settling Party's position on the issue
14 of class certification or any other issue. The Settling Parties' agreement to the certification of the
15 Settlement Class is also without prejudice to any position asserted by the Settling Parties in any
16 other proceeding, case or action, as to which all of their rights are specifically preserved. All
17 discussions and agreements related to the Settlement Agreement shall be considered confidential
18 and inadmissible pursuant to ER 408.

19 **IV. NOTICE AND CLAIMS ADMINISTRATION**

20 4.1 The Settling Parties selected Angeion to be the Claims Administrator, who will be
21 charged with delivering sufficient notice (including direct notice) and administering the claims
22 process. The Claims Administrator shall, from the Settlement Fund, pay the entirety of the Costs
23 of Claims Administration, including the cost of notice, subject to approval by Class Counsel.

24 4.2 After the Effective Date, the Claims Administrator shall provide the requested relief
25 to all Settlement Class Members that made valid and timely claims, subject to the individual caps
26 on Settlement Class Member payments set forth in ¶2 above.

27 **V. PRELIMINARY APPROVAL**

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1 5.1 As soon as practicable after the execution of the Settlement Agreement, Class
2 Counsel shall submit this Settlement Agreement to the Court, and Class Counsel will file a motion
3 for preliminary approval of the settlement with the Court requesting entry of a Preliminary
4 Approval Order in a form substantially similar to the one attached as **Exhibit C**, requesting, among
5 other things:

- 6 a) certification of the Settlement Class for settlement purposes only pursuant to
7 ¶ 3.1;
- 8 b) preliminary approval of the Settlement Agreement as set forth herein;
- 9 c) appointment of M. Anderson Berry as Class Counsel;
- 10 d) appointment of Plaintiffs as Class Representatives;
- 11 e) Approval of the Notice Program and Notices;
- 12 f) Approval of the Claim Form and Claims process; and
- 13 g) Appointment of Angeion as the Claims Administrator.

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

17 5.2 The Claims Administrator shall, from the Settlement Fund, pay for providing
18 notice to Class Members in accordance with the Preliminary Approval Order. Service awards to
19 Plaintiffs and attorneys' fees, costs, and expenses of Class Counsel, as approved by the Court, shall
20 be paid by the Claims Administrator, from the Settlement Fund, as set forth in ¶ 9 below.

21 5.3 Notice shall be provided to Class Members by the Claims Administrator as follows:

22 5.3.1 Class Member Information: No later than ten (10) days after entry of the
23 Preliminary Approval Order, Defendant shall provide the Claims Administrator with the name and
24 last known physical address of each Class Member to the extent known (collectively, "Class
25 Member Information"). The Class Member Information and its contents shall be used by the Claims
26 Administrator solely for the purpose of performing its obligations pursuant to this Settlement
27 Agreement and shall not be used for any other purpose at any time. The Claims Administrator shall
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1 not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member
2 Information, except to administer the settlement as provided in this Settlement Agreement.

3 5.3.2 Settlement Website: Prior to the dissemination of the Settlement Class
4 Notice, the Claims Administrator shall establish the Settlement Website that will inform Class
5 Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related
6 information. The Settlement Website shall include, in .pdf format and available for download, the
7 following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this
8 Settlement Agreement; (v) the operative Consolidated Complaint filed in the Litigation; and (vi)
9 any other materials agreed upon by the Settling Parties and/or required by the Court. The notice
10 will also be available in Spanish on the Settlement Website. The Settlement Website shall provide
11 Class Members with the ability to complete and submit the Claim Form electronically.

12 5.3.3 Short Notice: Within thirty (30) days after the entry of the Preliminary
13 Approval Order and to be substantially completed not later than forty-five (45) days after entry of
14 the Preliminary Approval Order, and subject to the requirements of this Agreement and the
15 Preliminary Approval Order, the Claims Administrator will provide notice to Class Members as
16 follows:

- 17 a) Via U.S. mail to all Class Members. Before any mailing under this
18 paragraph occurs, the Claims Administrator shall run the postal
19 addresses of Class Members through the United States Postal Service
20 (“USPS”) National Change of Address database to update any
21 change of address on file with the USPS;
- 22 i. In the event that a mailed Short Notice is returned to the
23 Claims Administrator by the USPS because the address of the
24 recipient is no longer valid, and the envelope contains a
25 forwarding address, the Claims Administrator shall re-send
26 the Short Notice to the forwarding address within seven (7)
27 days of receiving the returned Short Notice;

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1 agreement with the Settling Parties, as may be reasonable and consistent with such approval. The
2 Notice Program shall commence within thirty (30) days after entry of the Preliminary Approval
3 Order and shall be completed within forty-five (45) days after entry of the Preliminary Approval
4 Order.

5 5.5 Class Counsel and Defendant’s Counsel shall request that after notice is completed,
6 and the time to file claims has expired, the Court hold a hearing (the “Final Fairness Hearing”) to
7 grant final approval of the settlement set forth herein.

8 **VI. OPT-OUT PROCEDURES**

9 6.1 Each Class Member wishing to opt out of the Settlement Class shall individually
10 sign and timely submit written notice of such intent to the designated Post Office box established
11 by the Claims Administrator. The written notice must clearly manifest the Class Member’s intent
12 to opt out of the Settlement Class. To be effective, written notice must be postmarked by the Opt-
13 Out Date. Settlement Class Members will only be able to submit an opt-out request on their own
14 behalf; mass or class opt-outs will not be permitted.

15 6.2 Class Members who submit valid and timely notices of their intent to opt out of the
16 Settlement Class, as set forth in ¶ 6.1 above, referred to herein as “Opt-Outs,” shall not receive any
17 benefits of and/or be bound by the terms of this Settlement Agreement. All Class Members (*i.e.*,
18 individuals falling within the definition of the Settlement Class) who do not opt out of the
19 Settlement Class in the manner set forth in ¶ 6.1 above shall be bound by the terms of this Settlement
20 Agreement, Release, and Judgment entered thereon.

21 6.3 Defendant shall have the option to terminate this Agreement if more than 100 of
22 Settlement Class Members have validly opted out of the Settlement Agreement. Defendant shall
23 notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this
24 paragraph within five (5) days from the date the Claims Administrator provides the Opt-Out List
25 to Defendant or the option to terminate shall be considered waived. If Defendant voids the
26 Settlement Agreement, Defendant shall be obligated to pay all settlement expenses already
27 incurred, excluding any attorneys’ fees, costs, and expenses of Class Counsel and service awards
28

1 and shall not, at any time, seek recovery of same from any other party to the Litigation or from
2 counsel to any other party to the Litigation.

3 **VII. OBJECTION PROCEDURES**

4 7.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall
5 submit a timely written notice of his or her objection by the Objection Date. Such notice shall state:
6 (i) the objector's full name and address; (ii) the case name and docket number— *In re: Clark*
7 *County, Data Security Litigation* Lead Case No. 25-2-02214-06 (Washington State Superior Court
8 for Clark County); (iii) information identifying the objector as a Settlement Class Member,
9 including proof that the objector is a Settlement Class Member (e.g., copy of the objector's
10 Settlement Notice, copy of original notice of the Data Security Incident, or a statement explaining
11 why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all
12 grounds for the objection, accompanied by any legal support for the objection the objector believes
13 applicable; (v) the identity of any and all counsel representing the objector in connection with the
14 objection; (vi) a statement identifying the number of class action settlements the objector has
15 objected to or commented on in the last five years; (vii) for each attorney representing, advising, or
16 assisting the objector, a statement identifying every objection the attorney has filed to any other
17 class action settlements in the last five years; (viii) a statement whether the objector and/or his or
18 her counsel will appear at the Final Fairness Hearing; and (ix) the objector's signature or the
19 signature of the objector's duly authorized attorney or other duly authorized representative (if any)
20 representing him or her in connection with the objection. To be timely, written notice of an
21 objection that substantially complies with ¶¶ 7.1(i)-(ix) must be mailed, such that it is either
22 received by or contains a postmark date no later than the Objection Date, to Class Counsel: M.
23 Anderson Berry, Emery Reddy PC, 600 Stewart St # 1100, Seattle, WA 98101; Defendant's
24 Counsel, Amanda Harvey, Mullen Coughlin, LLC, 1452 Hughes Rd. Suite 200, Grapevine, TX
25 76051. Class Counsel and/or Defendant's Counsel shall be entitled to conduct discovery regarding
26 any objector or objector's counsel.

27 7.2 Although the Court's stated policy is to hear from any class member who attends
28 the Final Fairness Hearing and asks to speak regarding his or her objection to the settlement, the

1 Parties reserve the right to challenge the objection of any Settlement Class Member who fails to
2 comply with the requirements for objecting in ¶7.1 as having waived and forfeited any and all rights
3 he or she may have to appear separately and/or to object to the Settlement Agreement, and assert
4 that such Settlement Class Member is bound by all the terms of the Settlement Agreement and by
5 all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to
6 the Settlement Agreement shall be through the provisions of ¶7.1. Without limiting the foregoing,
7 any challenge to the Settlement Agreement, the final order approving this Settlement Agreement,
8 or the Judgment to be entered upon final approval shall be pursuant to appeal under the Washington
9 State Court Rules of Appellate Procedure and not through a collateral attack.

10 **VIII. RELEASES**

11 8.1 Upon sixty (60) days after the Effective Date, each Settlement Class Member,
12 including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully,
13 finally, and forever released, relinquished, and discharged all Released Claims against the Released
14 Persons. Further, upon the Effective Date, and to the fullest extent permitted by law, each
15 Settlement Class Member, excluding Opt-Outs but including Plaintiffs, shall directly, indirectly, or
16 in any representative capacity, be permanently barred and enjoined from commencing, prosecuting,
17 or participating in any recovery in any action in this or any other forum (other than participation in
18 this Settlement Agreement as provided herein) in which any of the Released Claims against the
19 Released Persons is asserted.

20 8.2 Upon sixty (60) days after the Effective Date, the Released Persons shall be deemed
21 to have, and by operation of the Judgment shall have, fully, finally, and forever released,
22 relinquished, and discharged, the Settlement Class Representative, the Settlement Class Members,
23 and Class Counsel, of all claims, based upon the institution, prosecution, assertion, settlement, or
24 resolution of the Litigation or the Released Claims, except for enforcement of the Settlement
25 Agreement. Any other claims or defenses Defendant may have against the Settlement Class
26 Representative, the Settlement Class Members, and the Class Counsel including, without limitation,
27 any claims based upon any retail, banking, debtor-creditor, contractual, or other business
28 relationship with such Persons not based on the institution, prosecution, assertion, settlement, or

1 resolution of the Litigation are specifically preserved and shall not be affected by the preceding
2 sentence.

3 **IX. SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES**

4 9.1 After an agreement had been reached as to the essential terms of a settlement (i.e.,
5 Settlement Class benefits), the parties negotiated the amount of the service award to the Class
6 Representatives. Subject to Court approval, the Class Representative shall seek, and Defendant
7 agrees to pay out of the Settlement Fund, a total service award amount, not to exceed \$5,000 to
8 each of the Class Representatives. The Claims Administrator shall, from the Settlement Fund, pay
9 the service awards approved by the Court up to the agreed maximum.

10 9.2 After an agreement had been reached as to the essential terms of a settlement (i.e.,
11 Settlement Class benefits), the Parties negotiated the amount of attorneys' fees and litigation
12 expenses. Plaintiffs' counsel shall seek an award of attorneys' fees not to exceed one-third (33.33%)
13 of the Settlement Fund, together with reimbursement for actually incurred reasonable litigation
14 expenses. The Claims Administrator shall, from the Settlement Fund, pay the attorneys' fees and
15 expenses award approved by the Court.

16 9.3 The Claims Administrator shall, from the Settlement Fund, pay the service awards
17 and attorneys' fees and expenses awarded by the Court to Emery Reddy PC within fourteen (14)
18 days after the Effective Date. The attorneys' fees and expenses award will be allocated among
19 Plaintiffs' counsel. Class Counsel shall have the sole discretion to make the fee allocations.
20 Defendant and the Released Persons bear no responsibility or liability relating to the allocation of
21 the attorneys' fees and expenses among Plaintiffs' Counsel.

22 9.4 The finality or effectiveness of the Settlement Agreement shall not depend upon the
23 Court awarding any particular attorneys' fees and expenses award or service award. No order of
24 the Court, or modification or reversal or appeal of any order of the Court concerning the amount(s)
25 of any attorneys' fees and expenses, and/or service awards ordered by the Court to Class Counsel
26 or Class Representatives shall affect whether the Judgment is final or constitute grounds for
27 cancellation or termination of this Settlement Agreement.

28 **X. ADMINISTRATION OF CLAIMS**

1 10.1 The Claims Administrator shall administer and calculate the claims submitted by
2 Settlement Class Members under ¶¶ 2.2.1 and/or 2.2.2. Class Counsel and Defendant’s Counsel
3 shall be given reports as to both claims and distribution, and have the right to challenge the claims
4 and distribution set forth in the reports, including by requesting and receiving, for any approved
5 claim, the name of the Settlement Class Member, a description of the approved claim, including
6 dollar amounts to be paid as Out-of-Pocket Losses, and all supporting documentation submitted. If
7 counsel for the Settling Parties agree that any such claim is improper, the Claims Administrator
8 shall follow counsel’s joint direction regarding the disposition of the claim. If the Settling Parties
9 cannot agree on the disposition of a claim, the Settling Parties, upon the election of any Settling
10 Party, will submit the claim for disposition to a jointly agreed upon impartial third-party claim
11 referee for determination. The Claims Administrator’s determination of whether a Settlement Claim
12 is a Valid Claim shall be binding, subject to the above right of review and challenge and the Dispute
13 Resolution process set forth in ¶ 2.5.

14 10.2 Checks for Valid Claims shall be mailed and postmarked, and electronic payments
15 shall be issued electronically, within sixty (60) days of the Effective Date, or within thirty (30) days
16 of the date that the claim is approved, whichever is later.

17 10.3 All Settlement Class Members who fail to timely submit a claim for any benefits
18 hereunder within the time frames set forth herein, or such other period as may be ordered by the
19 Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits
20 pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by,
21 the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

22 10.4 No Person shall have any claim against the Claims Administrator, Defendant, Class
23 Counsel, Plaintiffs’ Counsel, Proposed Class Representatives, and/or Defendant’s counsel based
24 on distributions of benefits, or the denial of benefits, to Settlement Class Members.

25 **XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
26 **CANCELLATION, OR TERMINATION**

27 11.1 The Effective Date of the settlement shall be conditioned on the occurrence of all
28 of the following events:

- 1 a) The Court has entered the Preliminary Approval Order, as set forth herein;
2 b) The Court has entered a Judgment granting final approval to the settlement
3 as set forth herein; and
4 c) Judgment has become Final, as defined in ¶1.15

5 11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied and the Effective Date
6 does not occur, the Settlement Agreement shall be terminated unless Class Counsel and
7 Defendant's counsel mutually agree in writing to proceed with the Settlement Agreement.

8 11.3 Within three (3) days after the Opt-Out Date, the Claims Administrator shall
9 furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests
10 for exclusion (the "Opt-Out List").

11 11.4 Except as provided in ¶ 6.3, in the event that the Settlement Agreement is not
12 approved by the Court or the settlement set forth in this Settlement Agreement is terminated in
13 accordance with its terms: (a) the Settling Parties shall be restored to their respective positions in
14 the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended
15 by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; and (b) the
16 terms and provisions of the Settlement Agreement shall have no further force and effect and shall
17 not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order
18 entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as
19 vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the
20 contrary, no order of the Court or modification or reversal on appeal of any order reducing the
21 amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for
22 cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement
23 in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already
24 billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute
25 Resolution pursuant to ¶ 4.1 above and shall not, at any time, seek recovery of same from any other
26 party to the Litigation or from counsel to any other party to the Litigation. In the event any of the
27 releases or definitions set forth in ¶¶ 1.24, 1.25, 1.26, 8.1, or 8.2 are not approved by the Court as
28 written, the Settlement Agreement shall be terminated and provisions (a) and (b) of this paragraph

1 shall apply to the Settling Parties and this Agreement unless Class Counsel and Defendant's counsel
2 mutually agree in writing to proceed with the Settlement Agreement.

3 **XII. MISCELLANEOUS PROVISIONS**

4 12.1 The Settling Parties: (i) acknowledge that it is their intent to consummate this
5 agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and
6 implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts
7 to accomplish the terms and conditions of this Settlement Agreement.

8 12.2 The Settling Parties intend this settlement to be a final and complete resolution of
9 all disputes between them with respect to the Litigation. The settlement compromises claims that
10 are contested and shall not be deemed an admission by any Settling Party as to the merits of any
11 claim or defense or class certification thereof. The Settling Parties each agree that the settlement
12 was negotiated in good faith by the Settling Parties, and reflects a settlement that was reached
13 voluntarily and without coercion or duress after consultation with competent legal counsel. The
14 Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate,
15 any contention made in any public forum that the Litigation was brought or defended in bad faith
16 or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party
17 as it relates to the Litigation, except as set forth herein.

18 12.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act
19 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
20 settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the
21 validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the
22 Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence
23 of, any fault or omission of any of the Released Persons in any civil, criminal or administrative
24 proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may
25 file the Settlement Agreement and/or the Judgment in any action that may be brought against them
26 or any of them in order to support a defense or counterclaim based on principles of *res judicata*,
27 collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of
28 claim preclusion or issue preclusion or similar defense or counterclaim.

1 12.4 The Settlement Agreement may be amended or modified only by a written
2 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

3 12.5 This Settlement Agreement contains the entire understanding between Defendant,
4 on the one hand, and Plaintiffs individually and on behalf of the Settlement Class Members, on the
5 other, regarding the settlement of the Litigation and this Agreement, and this Agreement supersedes
6 all previous negotiations, agreements, commitments, understandings, and writings between
7 Defendant and Plaintiffs, including between Defendant's Counsel and Settlement Class Counsel,
8 in connection with the Litigation settlement and this Agreement. Except as otherwise provided
9 herein, Defendant, on the one hand, and Plaintiffs individually and on behalf of the Settlement
10 Class Members, on the other, shall bear their own costs.

11 12.6 Class Counsel, on behalf of the Settlement Class, is expressly authorized by
12 Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class
13 pursuant to the Settlement Agreement to effectuate its terms, and also is expressly authorized to
14 enter into any modifications or amendments to the Settlement Agreement on behalf of the
15 Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement
16 Agreement and to ensure fairness to the Settlement Class.

17 12.7 Each counsel or other Person executing the Settlement Agreement on behalf of any
18 party hereto hereby warrants that such Person has the full authority to do so.

19 12.8 The Settlement Agreement may be executed in one or more counterparts. All
20 executed counterparts and each of them shall be deemed to be one and the same instrument. A
21 complete set of original executed counterparts shall be filed with the Court.

22 12.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the
23 successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be
24 valid without the other party's prior, written permission.

25 12.10 The Court shall retain jurisdiction with respect to implementation and enforcement
26 of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the
27 Court for purposes of implementing and enforcing the settlement embodied in the Settlement
28 Agreement.

1 12.11 All dollar amounts are in United States dollars (USD).

2 12.12 Cashing a settlement check (paper or electronic) is a condition precedent to any
3 Settlement Class Member’s right to receive monetary settlement benefits. All settlement checks
4 shall be void ninety (90) days after issuance and shall bear the language: “This check must be
5 cashed within ninety (90) days, after which time it is void.” If a check becomes void, the Settlement
6 Class Member shall have until six months after the Effective Date to request re-issuance. If no
7 request for re-issuance is made within this period, the Settlement Class Member will have failed to
8 meet a condition precedent to recovery of monetary settlement benefits, the Settlement Class
9 Member’s right to receive monetary relief shall be extinguished, Defendant shall have no obligation
10 to make payments to or provide any other type of monetary relief to the Settlement Class Member,
11 and the Claims Administrator shall have no obligation to make payments to the Settlement Class
12 Member under ¶¶ 2.2.1 and/or 2.2.2 or any other type of monetary relief. The same provisions shall
13 apply to any re-issued check. For any checks that are issued or re-issued for any reason more than
14 one hundred eighty (180) days from the Effective Date, requests for further re-issuance will not be
15 honored after such checks become void.

16 12.13 All agreements made and orders entered during the course of the Litigation relating
17 to the confidentiality of information shall survive this Settlement Agreement.


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

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James Reese

By: 
James William Reese, Jr. (Mar 24, 2026 15:02:35 PDT)


Date: 03/24/2026

Jessica Hardwick

By: _____

Date: _____

Melissa Parker

By: 
Melissa Parker (Mar 24, 2026 15:00:38 PDT)

Date: 03/24/2026

Tanya Severson

By: _____

Date: _____

Clark County, Washington

By: 

Date: March 13, 2026

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James Reese

By: _____

Date: _____

Jessica Hardwick

By: Jessica Hardwick

Date: 03 / 17 / 2026

Melissa Parker

By: _____

Date: _____

Tanya Severson

By: _____

Date: _____

Clark County, Washington

By: Kathleen O'Leary

Date: March 13, 2026

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James Reese

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Jessica Hardwick

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Melissa Parker

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Tanya Severson

By:  _____
Tanya Severson (Mar 17, 2026 11:28:10 PDT)

Date: Mar 17, 2026

Clark County, Washington

By:  _____

Date: March 13, 2026