

1 THE HONORABLE NICOLE GAINES PHELPS

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5
6 IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
7 IN AND FOR THE COUNTY OF KING

8 GARY STEVE CLOPP, SHLON
9 SMITHSON, and LEEANN CRAWFORD,
10 individually and on behalf of others similarly
11 situated,

11 Plaintiff,

12 v.

13 PACIFIC MARKET RESEARCH, LLC, a
14 Washington limited liability company; and
15 DOES 1-20,

15 Defendants.

Case No. 21-2-08738-4 KNT

SETTLEMENT AGREEMENT

16 This Settlement Agreement is made and entered into by and among the following Settling
17 Parties (as defined below): (i) Gary Steve Clopp, Shlon Smithson, and LeeAnn Crawford
18 (collectively “Representative Plaintiffs”), individually and on behalf of the Settlement Class (as
19 defined below), by and through their counsel at Emery Reddy, PLLC (“Proposed Settlement Class
20 Counsel” or “Class Counsel”); (ii) Pacific Market Research, LLC, (“Pacific Market Research”) by
21 and through its counsel of record, Paul G. Karlsgodt, James R. Morrison, and Logan F. Peppin of
22 Baker & Hostetler LLP. The Settlement Agreement is subject to Court approval and is intended
23 by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released
24 Claims (as defined below), upon and subject to the terms and conditions hereof.
25

26 SETTLEMENT AGREEMENT

27 BAKER & HOSTETLER LLP
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Seattle, WA 98104-4040
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1 **I. THE LITIGATION**

2 On May 22, 2021, Pacific Market Research became the victim of a ransomware attack.
3 Cybercriminals gained access to Pacific Market Research’s company computer systems (the
4 “Ransomware Attack”). As a contractor to Washington State Department of Labor and Industries
5 (“L&I”), Pacific Market Research’s computer systems contained a document with L&I data.

6 Upon discovering the criminal cyberattack, Pacific Market Research hired a cybersecurity
7 firm to conduct an independent investigation into the Ransomware Attack and notified L&I that
8 approximately 16,466 individuals’ information may have been impacted (the “Notice”). In turn,
9 L&I notified the individuals whose information may have been impacted. The investigation by the
10 cybersecurity firm found no evidence that any files on the Pacific Market Research network were
11 accessed or removed from the network. However, Pacific Market Research cannot be completely
12 certain that the third parties did not access specific information stored on the computer systems,
13 which may have included one or more of the following: demographic information (such as full
14 name, date of birth, phone number, address) and workers’ compensation claim number(s) related
15 to Washingtonian’s who had been injured and filed claims with L&I.

16 Plaintiffs filed a putative class action complaint on July 2, 2021, commencing this litigation
17 (the “Litigation”). The causes of action in the complaint (the “Complaint”) included 1) violation
18 of the Washington State Consumer Protection Act (“CPA”) and 2) negligence. Since the filing of
19 the Complaint, counsel for Plaintiffs and counsel for Defendants have been pursuing early
20 resolution of this Litigation. This Settlement Agreement is the result of these efforts.

21 Pursuant to the terms set out below, this Settlement Agreement provides for the resolution
22 of all claims and causes of action asserted, or that could have been asserted, against Pacific Market
23 Research and the Released Persons (as defined below) relating to the Ransomware Attack, by and
24 on behalf of Representative Plaintiffs and Settlement Class Members (as defined below), and any
25 other such actions by and on behalf of any other consumers and putative classes of consumers
26 originating, or that may originate, in jurisdictions in the United States against Pacific Market
27 Research and the Released Persons relating to the Ransomware Attack.

1 **II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING**

2 Representative Plaintiffs believes that the claims asserted in the Litigation, as set forth in
3 the Complaint, have merit. Representative Plaintiffs and Proposed Settlement Class Counsel
4 recognize and acknowledge, however, the expense and length of continued proceedings necessary
5 to prosecute the Litigation against Pacific Market Research through motion practice, trial, and
6 potential appeals. They have also taken into account the uncertain outcome and risk of further
7 litigation, as well as the difficulties and delays inherent in such litigation. Proposed Settlement
8 Class Counsel are experienced in class action litigation and knowledgeable regarding the relevant
9 claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They
10 have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and
11 adequate, and in the best interests of the Settlement Class.

12 **III. DENIAL OF WRONGDOING AND LIABILITY**

13 Pacific Market Research denies each and all of the claims and contentions alleged against
14 it in the Litigation. Pacific Market Research denies all charges of wrongdoing or liability as
15 alleged, or which could be alleged, in the Litigation. Nonetheless, Pacific Market Research has
16 concluded that further conduct of the Litigation would be protracted and expensive, and that it is
17 desirable that the Litigation be fully and finally settled in the manner and upon the terms and
18 conditions set forth in this Settlement Agreement. Pacific Market Research has taken into account
19 the uncertainty and risks inherent in any litigation, including the possibility of financial ruin due
20 to this Litigation. Pacific Market Research has, therefore, determined that it is desirable and
21 beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth
22 in this Settlement Agreement.

23 **IV. TERMS OF SETTLEMENT**

24 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among
25 Representative Plaintiffs, individually and on behalf of the Settlement Class, Proposed Settlement
26 Class Counsel, and Pacific Market Research that, subject to the approval of the Court, the
27 Litigation and the Released Claims shall be finally and fully compromised, settled, and released,

1 and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class,
2 and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out
3 of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement
4 Agreement, as follows:

5 **1. Definitions**

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

8 1.1 “Agreement” or “Settlement Agreement” means this agreement.

9 1.2 “Approved Claims” means Settlement Claims in an amount approved by the Claims
10 Administrator or found to be valid through the Dispute Resolution process.

11 1.3 “Claims Administration” means the processing and payment of claims received
12 from Settlement Class Members by the Claims Administrator.

13 1.4 “Claims Administrator” means a company that is experienced in administering
14 class action claims generally and specifically those of the type provided for and made in data
15 breach litigation, to be jointly agreed upon by the Settling Parties and approved by the Court.

16 1.5 “Claims Deadline” means the postmark and/or online submission deadline for valid
17 claims pursuant to ¶ 2.1.

18 1.6 “Claims Referee” means a third party designated by agreement of the Settling
19 Parties and approved by the Court to make final decisions about disputed claims for settlement
20 benefits.

21 1.7 “Costs of Claims Administration” means all actual costs associated with or arising
22 from Claims Administration.

23 1.8 “Credit Monitoring Codes” means the codes described in ¶ 2.3.

24 1.9 “Court” means the Superior Court of King County, Washington.

25 1.10 “Dispute Resolution” means the process for resolving disputed Settlement Claims
26 as set forth in this Agreement.

1 1.11 “Effective Date” means the first date by which all of the events and conditions
2 specified in ¶ 1.12 herein have occurred and been met.

3 1.12 “Final” means the occurrence of all of the following events: (i) the settlement
4 pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a
5 Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal
6 from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the
7 Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be
8 taken, and such dismissal or affirmance has become no longer subject to further appeal or review.
9 Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or incentive
10 award made in this case shall not affect whether the Judgment is “Final” as defined herein or any
11 other aspect of the Judgment.

12 1.13 “Judgment” means a judgment rendered by the Court, in the form attached hereto
13 as Exhibit E, or a judgment substantially similar to such form.

14 1.14 “Notice Specialist” means a company or such other notice specialist with
15 recognized expertise in class action notice generally and data security litigation specifically, to be
16 jointly agreed upon by the Settling Parties and approved by the Court.

17 1.15 “Objection Date” means the date by which Settlement Class Members must mail
18 their objection to the Settlement in order for that request to be effective. The postmark date shall
19 constitute evidence of the date of mailing for these purposes.

20 1.16 “Opt-Out Date” means the date by which Settlement Class Members must mail
21 their requests to be excluded from the Settlement Class in order for that request to be effective.
22 The postmark date shall constitute evidence of the date of mailing for these purposes.

23 1.17 “Person” means an individual, corporation, partnership, limited partnership, limited
24 liability company or partnership, association, joint stock company, estate, legal representative,
25 trust, unincorporated association, government or any political subdivision or agency thereof, and
26 any business or legal entity, and their respective spouses, heirs, predecessors, successors,
27 representatives, or assignees.

1 1.18 “Preliminary Approval Order” means the order preliminarily approving the
2 Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling
3 Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit D.

4 1.19 “Proposed Settlement Class Counsel,” “Plaintiffs’ Counsel” and “Class Counsel”
5 means Timothy W. Emery and Patrick B. Reddy of Emery Reddy, PLLC.

6 1.20 “Related Entities” means Pacific Market Researches respective past or present
7 parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective
8 predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers,
9 reinsurers, clients, and customers, and includes, without limitation, any Person related to any such
10 entity who is, was or could have been named as a defendant in any of the actions in the Litigation,
11 other than any Person who is found by a court of competent jurisdiction to be guilty under criminal
12 law of initiating, causing, aiding or abetting the criminal activity occurrence of the Ransomware
13 Attack or who pleads *nolo contendere* to any such charge. In particular, the Related Entities
14 include the State of Washington and L&I.

15 1.21 “Released Claims” shall collectively mean any and all claims and causes of action
16 including, without limitation, any causes of action under or relying on the Washington State
17 Uniform Information Act; the Washington State Consumer Protection Act; Washington State
18 Constitution’s right to privacy; negligence; breach of contract; breach of implied contract; breach
19 of fiduciary duty; breach of confidence; invasion of privacy/intrusion upon seclusion;
20 misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment;
21 wantonness; failure to provide adequate notice pursuant to any breach notification statute or
22 common law duty; and including, but not limited to, any and all claims for damages, injunctive
23 relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-
24 judgment interest, credit monitoring services, the creation of a fund for future damages, statutory
25 damages, punitive damages, special damages, exemplary damages, restitution, the appointment of
26 a receiver, and any other form of relief that either has been asserted, or could have been asserted,
27 by any Settlement Class Member against any of the Released Persons based on, relating to,

1 concerning or arising out of the Ransomware Attack and alleged theft of personally identifiable
2 information, protected health information, or other personal information or the allegations, facts,
3 or circumstances described in the Litigation. Released Claims shall not include the right of any
4 Settlement Class Member or any of the Released Persons to enforce the terms of the settlement
5 contained in this Settlement Agreement, and shall not include the claims of Settlement Class
6 Members who have timely excluded themselves from the Settlement Class.

7 1.22 “Released Persons” means Pacific Market Research and its Related Entities and
8 each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and
9 each of their respective predecessors, successors, directors, officers, employees, principals, agents,
10 attorneys, insurers, and reinsurers.

11 1.23 “Representative Plaintiffs” means Gary Steve Clopp, Shlon Smithson, and LeeAnn
12 Crawford.

13 1.24 “Ransomware Attack” means the ransomware attack on Pacific Market Research’s
14 computer systems that occurred on May 22, 2021 and was disclosed by L&I in July 2021.

15 1.25 “Settlement Claim” means a claim for settlement benefits made under the terms of
16 this Settlement Agreement.

17 1.26 “Settlement Class” means “All individuals residing in the United States whose
18 personal information may have been accessed by a third party in the ransomware attack on Pacific
19 Market Research disclosed by the Washington State Department of Labor & Industries in July
20 2021.” Based upon Defendant’s determination that the actual number of individuals whose
21 information may have been impacted was 16,466, the Settlement Class only consists of those
22 16,466 persons. The Settlement Class specifically excludes: (i) Pacific Market Research; (ii) any
23 agent, affiliate, parent, or subsidiary of Pacific Market Research; (iii) any entity in which Pacific
24 Market Research has a controlling interest; (iv) and officer or director of Pacific Market Research;
25 (v) any successor or assign of Pacific Market Research; (vi) any Judge to whom this case is
26 assigned as well as his or her staff and immediate family; (vii) all Settlement Class Members who
27 timely and validly request exclusion from the Settlement Class; (viii) the Judge assigned to

1 evaluate the fairness of this settlement; and (ix) any other Person found by a court of competent
2 jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal
3 activity occurrence of the Ransomware Attack or who pleads *nolo contendere* to any such charge.

4 1.27 “Settlement Class Member(s)” means a Person(s) who falls within the definition of
5 the Settlement Class.

6 1.28 “Settling Parties” means, collectively, Pacific Market Research and Representative
7 Plaintiffs, individually and on behalf of the Settlement Class.

8 1.29 “Unknown Claims” means any of the Released Claims that any Settlement Class
9 Member, including Representative Plaintiffs, do not know or suspect to exist in their favor at the
10 time of the release of the Released Persons that, if known by them, might have affected their
11 settlement with, and release of, the Released Persons, or might have affected their decision not to
12 object to and/or to participate in this Settlement Agreement. With respect to any and all Released
13 Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative
14 Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed
15 to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits
16 conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits
17 conferred by any law of any state, province, or territory of the United States (including, without
18 limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North
19 Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11, which is similar,
20 comparable, or equivalent to California Civil Code § 1542, which provides:

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

1 Settlement Class Members, including Representative Plaintiffs, and any of them, may
2 hereafter discover facts in addition to, or different from, those that they, and any of them, now
3 know or believe to be true with respect to the subject matter of the Released Claims, but
4 Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be
5 deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally
6 and forever settled and released any and all Released Claims. The Settling Parties acknowledge,
7 and Settlement Class Members shall be deemed by operation of the Judgment to have
8 acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of
9 which this release is a part.

10 1.30 “United States” as used in this Settlement Agreement includes the District of
11 Columbia and all territories.

12 **2. Settlement Benefits**

13 2.1 Expense Reimbursement. Pacific Market Research will agree to make available the
14 following compensation to Settlement Class Members who submit valid and timely claim forms.
15 Pacific Market Research will pay a maximum of \$250,000 total for all claims made under
16 paragraphs 2.1 and 2.2 of this section. Claims will be subject to review for completeness and
17 plausibility by a Settlement Administrator, and claimants will have the opportunity to seek review
18 by a third party Claims Referee, at Pacific Market Research’s expense, if they dispute the
19 Settlement Administrator’s initial determination. All Settlement Class Members who submit a
20 valid claim using the Claim Form (Exhibit A to this Settlement Agreement) are eligible for the
21 following out-of-pocket expenses, not to exceed \$250 per Settlement Class Member, that were
22 incurred as a result of the Ransomware Attack: bank fees, long distance phone charges, cell phone
23 charges (only if charged by the minute), data charges (only if charged based on the amount of data
24 used), postage, or gasoline for local travel; fees for credit reports, credit monitoring, or other
25 identity theft insurance product purchased between July 1, 2021 and the date of the Preliminary
26 Approval Order (with affirmative statement by Settlement Class Member that it was purchased
27 primarily because of the Ransomware Attack); up to three hours of documented lost time spent

1 dealing with the Ransomware Attack (calculated at the rate of \$20 per hour), but only if at least
2 one full hour was spent dealing with the Ransomware Attack, and only if the time can be
3 documented with reasonable specificity by answering the questions on the Claim Form.

4 Settlement Class Members seeking reimbursement under this ¶ 2.1 must complete and
5 submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before
6 the 90th day after the deadline for the completion of mailing notice to Settlement Class Members as
7 set forth in ¶ 3.2. The notice to the class will specify this deadline and other relevant dates
8 described herein. The Claim Form must be verified by the Settlement Class Member with a
9 statement that his or her claim is true and correct, to the best of his or her knowledge and belief,
10 and is being made under penalty of perjury. Notarization shall not be required. The Settlement
11 Class Member must submit reasonable documentation that the out-of-pocket expenses and charges
12 claimed were both actually incurred and plausibly arose from the Ransomware Attack. Failure to
13 provide supporting documentation as requested on the Claim Form shall result in denial of a claim.
14 Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions
15 stated in ¶ 2.7.

16 2.2 Other Extraordinary Expense Reimbursement. Pacific Market Research shall
17 reimburse, as provided for below, each Settlement Class Member in the amount of his or her loss,
18 but not to exceed \$2,500 per claim (and only one claim per Settlement Class Member), for a
19 monetary out-of-pocket loss that is claimed by the Settlement Class Member to have occurred
20 more likely than not as a result of the Ransomware Attack, regardless of whether said Settlement
21 Class Member elects to make a claim for any other benefit available under this Settlement
22 Agreement, and further that: (a) it is an actual, documented, and unreimbursed monetary loss; (b)
23 was more likely than not caused by the Ransomware Attack, as evidenced by the timing of loss,
24 i.e. whether such loss occurs between May 22, 2021 and the end of the applicable claims period;
25 (c) occurred during the time period from May 22, 2021 through and including the end of the
26 applicable claims period (*see* ¶ 2.1, *infra*); and (d) is not already covered by one or more of the
27

1 categories in ¶ 2.1 Settlement Class Members with claims under this paragraph may also submit
2 claims for benefits under ¶ 2.1.

3 2.2.1 Claimants seeking reimbursement for expenses or losses described in ¶ 2.2 must
4 complete and submit the appropriate section of the Claim Form to the Claims Administrator,
5 together with proof of such losses.

6 2.2.2 Claimants must exhaust all credit monitoring insurance and identity theft insurance
7 before Pacific Market Research is responsible for any expenses claimed pursuant to ¶ 2.2 of this
8 Settlement Agreement. Nothing in this Settlement Agreement shall be construed to provide for a
9 double payment for the same loss or injury that was fully reimbursed and compensated by any
10 other source. To be valid, claims for extraordinary expenses must be complete and submitted to
11 the Claims Administrator on or before the Claims Deadline. No payment shall be made for
12 emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not
13 recoverable pursuant to the terms of the Settlement Agreement. For claims in excess of \$250, the
14 Settlement Administrator may request, and the claimant must disclose upon request, notice of a
15 breach of their personally identifiable information or other personal information they received in
16 the three-year period that preceded the date of his or her claim hereunder; if the claimant has
17 received no such notice, the claimant must so state.

18 Nothing about this provision shall create any contractual rights to any present or future
19 equitable remedy requiring Pacific Market Research to make or maintain any particular security
20 processes or procedures in the future.

21 2.3 Credit Monitoring: Pacific Market Research will provide, at its own expense, and
22 in addition to all other payments and benefits listed herein, 12 months of credit monitoring to all
23 Settlement Class Members who did not previously redeem now expired credit monitoring codes
24 sent by L&I at Pacific Market Research's expense. This will be completed by Pacific Market
25 Research paying to have the existing and unredeemed codes re-activated through the deadline for
26 Settlement Class Members to submit a claim.

1 2.4 Dispute Resolution for Claims: The Claims Administrator, in its sole discretion to
2 be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member;
3 (2) the claimant has adequately completed the Claim Form, including providing any
4 documentation that may be necessary to reasonably support the expenses described in ¶ 2.1 or ¶
5 2.2; and (3) the information submitted could lead a reasonable person to conclude that more likely
6 than not the claimant has suffered the claimed losses as a result of the Ransomware Attack
7 (collectively, “Facially Valid”). The Claims Administrator may, at any time, request from the
8 claimant, in writing, additional information as the Claims Administrator may reasonably require
9 in order to evaluate the claim, e.g., documentation requested on the Claim Form, information
10 regarding the claimed losses, available insurance and the status of any claims made for insurance
11 benefits, and claims previously made for identity theft and the resolution thereof. A lack of the
12 existence of a Settlement Class Member’s insurance benefits is adequately proven by a Settlement
13 Class Member stating this fact in writing as part of the Claim Form.

14 2.5 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not
15 accompanied by sufficient documentation to determine whether the claim is Facially Valid, the
16 Claims Administrator shall request additional information (“Claim Supplementation”) and give
17 the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim
18 Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30)
19 days from the Effective Date, whichever comes later. In the event of unusual circumstances
20 interfering with compliance during the 30-day period, the claimant may request and, for good
21 cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third
22 parties in possession of required information, etc.), shall be given a reasonable extension of the
23 30-day deadline in which to comply; however, in no event shall the deadline be extended to later
24 than one year from the Effective Date. If the defect is not cured, then the claim will be deemed
25 invalid and there shall be no obligation to pay the claim.

26 2.6 Following receipt of additional information requested as Claim Supplementation,
27 the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject

1 each claim. If, after review of the claim and all documentation submitted by the claimant, the
2 Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid.
3 If the claim is not Facially Valid because the claimant has not provided all information needed to
4 complete the Claim Form and evaluate the claim, then the Settlement Administrator may reject the
5 claim without any further action. If the claim is rejected for other reasons, then the claim shall be
6 referred to the Claims Referee.

7 2.7 Settlement Class Members shall have thirty (30) days from receipt of the offer to
8 accept or reject any offer of partial payment received from the Claims Administrator. If a
9 Settlement Class Member rejects an offer from the Claims Administrator, the Claims
10 Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a
11 final determination. If the claimant approves the final determination, then the approved amount
12 shall be the amount to be paid. If the claimant does not approve the final determination within
13 thirty (30) days, then the dispute will be submitted to the Claims Referee within an additional ten
14 (10) days.

15 2.8 If any dispute is submitted to the Claims Referee, the Claims Referee may approve
16 the Claims Administrator's determination by making a ruling within fifteen (15) days. The Claims
17 Referee may make any other final determination of the dispute or request further supplementation
18 of a claim within thirty (30) days. The Claims Referee's determination shall be based on whether
19 the Claims Referee is persuaded that the claimed amounts are reasonably supported in fact and
20 were more likely than not caused by the Ransomware Attack. The Claims Referee shall have the
21 power to approve a claim in full or in part. The Claims Referee's decision will be final and non-
22 appealable. Any claimant referred to the Claims Referee shall reasonably cooperate with the
23 Claims Referee, including by either providing supplemental information as requested or,
24 alternatively, signing an authorization allowing the Claims Referee to verify the claim through
25 third party sources, and failure to cooperate shall be grounds for denial of the claim in full. The
26 Claims Referee shall make a final decision within thirty (30) days of receipt of all supplemental
27 information requested.

1 2.9 Settlement Expenses. All costs for notice to the Settlement Class as required under
2 ¶¶ 3.1 and 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of Dispute
3 Resolution described in ¶ 2.7, shall be paid by Pacific Market Research.

4 2.10 Settlement Class Certification. The Settling Parties agree, for purposes of this
5 settlement only, to the certification of the Settlement Class. If the settlement set forth in this
6 Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated
7 or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and
8 the certification of the Settlement Class provided for herein, will be vacated and the Litigation
9 shall proceed as though the Settlement Class had never been certified, without prejudice to any
10 Person's or Settling Party's position on the issue of class certification or any other issue. The
11 Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to
12 any position asserted by the Settling Parties in any other proceeding, case or action, as to which
13 all of their rights are specifically preserved.

14 2.11 Confidentiality of Information Submitted by Settlement Class Members.
15 Information submitted by Settlement Class Members pursuant to ¶¶ 2.1 through 2.11 of this
16 Settlement Agreement shall be deemed confidential and protected as such by Pacific Market
17 Research, the Claims Administrator, and the Claims Referee.

18 2.12 Equitable Relief. Pacific Market Research has spent at least \$32,646 in improved
19 information security enhancements since the Ransomware Attack, and Pacific Market Research
20 will commit to continuing security enhancements in each of years 2022, 2023, and 2024. The
21 information security enhancements that Pacific Market Research has or will be implementing
22 include, but are not limited to:

- 23 1) Installing additional endpoint monitoring tools to detect and remediate
24 malware;
- 25 2) Upgrading Pacific Market Research's firewall, Watchguard Firebox, to a
26 newer version that can accommodate increased network traffic and has a
27 more robust identity provider;

- 1 3) Taking additional steps to protect data, including auditing every endpoint to
- 2 ensure that they are protected with individual login credentials, two-factor
- 3 authentication, full-disk encryption, and, when available, the latest patches
- 4 and anti-virus software;
- 5 4) Hiring an IT firm to assist with implementing additional security measures
- 6 to strengthen Pacific Market Research's network;
- 7 5) Adding a local/cloud backup device to add a secondary backup (in addition
- 8 to Egnyte cloud services);
- 9 6) Adding Proof Point, an Office 365 SPAM/Phishing Pre-filter;
- 10 7) Modifying remote access by establishing a remote gateway website with
- 11 Secure Sockets Layer and two factor authentication that the remote desktop
- 12 protocol sits within and limiting the number of authorized employees that
- 13 can access the remote desktop protocol;
- 14 8) Resetting all passwords, and setting up a 90 day password change policy for
- 15 all user accounts; and
- 16 9) Retraining employees to ensure that all confidential files including client
- 17 confidential information are zipped and encrypted at rest and in transit.

18 **3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing**

19 3.1 As soon as practicable after the execution of the Settlement Agreement, Proposed

20 Settlement Class Counsel and counsel for Pacific Market Research shall jointly submit this

21 Settlement Agreement to the Court and file a motion for preliminary approval of the settlement

22 with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as

23 Exhibit D, or an order substantially similar to such form in both terms and cost, requesting, *inter*

24 *alia*:

- 25 a) certification of the Settlement Class for settlement purposes only pursuant
- 26 to ¶ 2.10;
- 27 b) preliminary approval of the Settlement Agreement as set forth herein;

- 1 c) appointment of Proposed Settlement Class Counsel as Settlement Class
- 2 Counsel;
- 3 d) appointment of Representative Plaintiffs as Class Representatives;
- 4 e) approval of a customary form of short notice to be mailed to Settlement
- 5 Class Members (the “Short Notice”) in a form substantially similar to the
- 6 one attached hereto as Exhibit B;
- 7 f) approval of a customary long form of notice (“Long Notice”) to be posted
- 8 on the Settlement Website in a form substantially similar to the one attached
- 9 hereto as Exhibit C, which, together with the Short Notice, shall include a
- 10 fair summary of the parties’ respective litigation positions, the general terms
- 11 of the settlement set forth in the Settlement Agreement, instructions for how
- 12 to object to or opt-out of the settlement, the process and instructions for
- 13 making claims to the extent contemplated herein, and the date, time and
- 14 place of the Final Fairness Hearing;
- 15 g) appointment of Postlethwaite & Netterville as the Notice Specialist and
- 16 Claims Administrator;
- 17 h) approval of a claim form substantially similar to that attached hereto as
- 18 Exhibit A. *See* ¶¶ 2.1 and 2.2 above; and
- 19 i) appointment of Mark G. Honeywell to serve as Claims Referee.

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

23 3.2 Pacific Market Research shall pay for providing notice to the Settlement Class in
24 accordance with the Preliminary Approval Order, and the costs of such notice, together with the
25 Costs of Claims Administration. Attorneys’ fees, costs, and expenses of Proposed Settlement Class
26 Counsel and Plaintiffs’ Counsel, and an incentive award to Class Representatives, shall be paid by
27 Pacific Market Research as set forth in ¶ 7 below. The notice plan shall be subject to approval by

1 the Court as meeting constitutional due process requirements. After the settlement is preliminarily
2 approved by the Court, the Settlement Administrator will mail to each Settlement Class Member
3 a postcard (1) notifying the Settlement Class Member of the settlement and its terms; (2) providing
4 the Settlement Class Member with the URL settlement website, and (3) instructing the Settlement
5 Class Member on how to make a claim. The Claims Administrator shall establish a dedicated
6 settlement website and shall maintain and update the website throughout the claim period, with
7 the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this
8 Settlement Agreement. A toll-free help line shall be made available to provide Settlement Class
9 Members with additional information about the settlement. The Claims Administrator also will
10 provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court,
11 as well as this Settlement Agreement, upon request. Prior to the Final Fairness Hearing, Proposed
12 Settlement Class Counsel and Pacific Market Research shall cause to be filed with the Court an
13 appropriate affidavit or declaration with respect to complying with this provision of notice. The
14 Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Notice
15 Specialist and/or Claims Administrator, respectively, in consultation and agreement with the
16 Settling Parties, as may be reasonable and not inconsistent with such approval. The Notice
17 Program shall be completed within thirty (30) days after entry of the Preliminary Approval Order.

18 3.3 Proposed Settlement Class Counsel and Pacific Market Research’s counsel shall
19 request that after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and
20 grant final approval of the settlement set forth herein.

21 3.4 Pacific Market Research will also cause the Claims Administrator to provide (at
22 Pacific Market Research’s expense) notice to the relevant state and federal governmental officials
23 as required by the Class Action Fairness Act.

24 **4. Opt-Out Procedures**

25 4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and
26 timely submit written notice of such intent to the designated Post Office box established by the
27 Claims Administrator. The written notice must clearly manifest a Person’s intent to be excluded

1 from the Settlement Class. To be effective, written notice must be postmarked no later than sixty
2 (60) days after the date on which the Court enters a Preliminary Approval Order.

3 4.2 All Persons who submit valid and timely notices of their intent to be excluded from
4 the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive
5 any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling
6 within the definition of the Settlement Class who do not request to be excluded from the Settlement
7 Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement
8 Agreement and Judgment entered thereon.

9 4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the
10 Court, there have been more than 100 Opt-Outs (exclusions), Pacific Market Research may, by
11 notifying Proposed Settlement Class Counsel in writing, void this Settlement Agreement. If Pacific
12 Market Research voids the Settlement Agreement pursuant to this paragraph, Pacific Market
13 Research shall be obligated to pay all settlement expenses already incurred, excluding any
14 attorneys’ fees, costs, and expenses of Proposed Settlement Class Counsel and Plaintiffs’ Counsel
15 and incentive awards and shall not, at any time, seek recovery of same from any other party to the
16 Litigation or from counsel to any other party to the Litigation.

17 5. Objection Procedures

18 5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall
19 submit a timely written notice of his or her objection by the Objection Date. Such notice shall
20 state: (i) the objector’s full name, address, telephone number, and e-mail address (if any); (ii)
21 information identifying the objector as a Settlement Class Member, including proof that the
22 objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the
23 Ransomware Attack); (iii) a written statement of all grounds for the objection, accompanied by
24 any legal support for the objection the objector believes applicable; (iv) the identity of all counsel
25 representing the objector; (v) a statement whether the objector and/or his or her counsel will appear
26 at the Final Fairness Hearing; (vi) the objector’s signature and the signature of the objector’s duly
27 authorized attorney or other duly authorized representative (along with documentation setting forth

1 such representation); and (vii) a list, by case name, court, and docket number, of all other cases in
2 which the objector and/or the objector's counsel has filed an objection to any proposed class action
3 settlement within the last three (3) years. To be timely, written notice of an objection in the
4 appropriate form must be filed with the Clerk of the Court no later than sixty (60) days after the
5 date on which the Court enters a Preliminary Approval Order, and served concurrently therewith
6 upon Proposed Settlement Class Counsel, Timothy W. Emery at Emery Reddy, PLLC 600 Stewart
7 Street, Suite 1100 Seattle, Washington 98101; and counsel for Pacific Market Research, James R.
8 Morrison, Baker & Hostetler LLP, 999 Third Avenue, Suite 3900, Seattle, WA 98101.

9 5.2 Any Settlement Class Member who fails to comply with the requirements for
10 objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately
11 and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement
12 Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means
13 for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without
14 limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this
15 Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to
16 appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

17 **6. Releases**

18 6.1 Upon the Effective Date, each Settlement Class Member, including Representative
19 Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and
20 forever released, relinquished, and discharged all Released Claims. Further, upon the Effective
21 Date, and to the fullest extent permitted by law, each Settlement Class Member, including
22 Representative Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on
23 behalf of the general public or in any capacity, be permanently barred and enjoined from
24 commencing, prosecuting, or participating in any recovery in any action in this or any other forum
25 (other than participation in the settlement as provided herein) in which any of the Released Claims
26 is asserted.

1 6.2 Upon the Effective Date, Pacific Market Research shall be deemed to have, and by
2 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
3 discharged, Representative Plaintiffs, each and all of the Settlement Class Members, Proposed
4 Settlement Class Counsel and Plaintiffs' Counsel, of all claims, including Unknown Claims, based
5 upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the
6 Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other
7 claims or defenses Pacific Market Research may have against such Persons including, without
8 limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual,
9 or other business relationship with such Persons that are not based upon or do not arise out of the
10 institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims
11 are specifically preserved and shall not be affected by the preceding sentence.

12 6.3 Notwithstanding any term herein, neither Pacific Market Research or the Related
13 Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or
14 defense against any Person other than Representative Plaintiffs, each and all of the Settlement
15 Class Members, Proposed Settlement Class Counsel and Plaintiffs' Counsel.

16 **7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Incentive Award**
17 **to Representative Plaintiffs**

18 7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, and
19 expenses until after the substantive terms of the settlement had been agreed upon, other than that
20 Pacific Market Research would pay reasonable attorneys' fees, costs, expenses. Pacific Market
21 Research and Proposed Settlement Class Counsel has negotiated and agreed as follows:

22 7.2 Pacific Market Research shall pay the attorneys' fee award, up to \$146,000, in
23 addition to any benefits provided to Settlement Class Members and the cost of Settlement
24 Administration. Proposed Settlement Class Counsel, in their sole discretion, shall allocate and
25 distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among
26 Plaintiffs' Counsel.

1 7.3 Subject to Court approval, Pacific Market Research has agreed to pay an incentive
2 award in the amount of \$2,333.33,000 to Representative Plaintiffs.

3 7.4 Once paid, Proposed Settlement Class Counsel shall thereafter distribute the award
4 of attorneys' fees, costs, and expenses among Plaintiffs' Counsel and incentive award to
5 Representative Plaintiffs consistent with ¶¶ 7.2 and 7.3.

6 7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the
7 incentive award to Representative Plaintiffs, are intended to be considered by the Court separately
8 from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No
9 order of the Court, or modification or reversal or appeal of any order of the Court, concerning the
10 amount(s) of any attorneys' fees, costs, expenses, and/or incentive award ordered by the Court to
11 Proposed Settlement Class Counsel or Representative Plaintiffs shall affect whether the Judgment
12 is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

13 **8. Administration of Claims**

14 8.1 The Claims Administrator shall administer and calculate the claims submitted by
15 Settlement Class Members under ¶¶ 2.1 and 2.2. Proposed Settlement Class Counsel and Pacific
16 Market Research shall be given reports as to both claims and distribution, and have the right to
17 review and obtain supporting documentation and challenge such reports if they believe them to be
18 inaccurate or inadequate. The Claims Administrator's and Claims Referee's, as applicable,
19 determination of the validity or invalidity of any such claims shall be binding, subject to the dispute
20 resolution process set forth in ¶ 2.7. All claims agreed to be paid in full by Pacific Market Research
21 shall be deemed valid.

22 8.2 Checks for approved claims shall be mailed and postmarked within twenty-one (21)
23 days of the Effective Date, or within thirty (30) days of the date that the claim is approved,
24 whichever is later.

25 8.3 All Settlement Class Members who fail to timely submit a claim for any benefits
26 hereunder within the time frames set forth herein, or such other period as may be ordered by the
27 Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits

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

3 8.4 No Person shall have any claim against the Claims Administrator, Claims Referee,
4 Pacific Market Research, Proposed Settlement Class Counsel, Plaintiffs, Plaintiffs' Counsel,
5 and/or Pacific Market Research's counsel based on distributions of benefits to Settlement Class
6 Members.

7 **9. Payment Schedule**

8 9.1 Pacific Market Research shall pay costs sufficient to fund the settlement as follows:

- 9 a) Within fifteen (15) days of the Court granting preliminary approval of this
10 Settlement Agreement, Pacific Market Research shall pay all costs
11 associated with notifying the Settlement Class Members of this Settlement
12 Agreement in an amount estimated by the Settlement Administrator;
- 13 b) Within ten (10) days of the Effective Date, Pacific Market Research shall
14 pay to Class Counsel any attorneys' fees, costs, expenses, and incentive
15 award pursuant to ¶ 7;
- 16 c) Within ten (10) days of the Effective Date, Pacific Market Research shall
17 pay to the Settlement Administrator an amount sufficient to satisfy the full
18 amount of approved claims. To the extent claims are finally approved after
19 the deadline for the initial payment, the Settlement Administrator shall send
20 monthly statements to counsel for Pacific Market Research with additional
21 amounts due to pay for approved claims, and Pacific Market Research shall
22 pay those additional amounts within ten (10) days of each monthly
23 statement. Within twenty-one (21) days of the Effective Date or within
24 thirty (30) days of the date that the claim is approved, whichever is later,
25 the Settlement Administrator shall mail out payment for all valid claims,
26 subject to the total cap on settlement class payout described in ¶ 2.1.

1 **10. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

2 10.1 The Effective Date of the settlement shall be conditioned on the occurrence of all
3 of the following events:

- 4 a) the Court has entered the Order of Preliminary Approval and Publishing of
5 Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- 6 b) Pacific Market Research has not exercised their option to terminate the
7 Settlement Agreement pursuant to ¶ 4.3;
- 8 c) the Court has entered the Judgment granting final approval to the settlement
9 as set forth herein; and
- 10 d) the Judgment has become Final, as defined in ¶ 1.13.

11 10.2 If all of the conditions specified in ¶ 10.1 hereof are not satisfied, the Settlement
12 Agreement shall be canceled and terminated subject to ¶ 10.4 unless Proposed Settlement Class
13 Counsel and Pacific Market Research’s counsel mutually agree in writing to proceed with the
14 Settlement Agreement.

15 10.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall
16 furnish to Proposed Settlement Class Counsel and to Pacific Market Research’s counsel a complete
17 list of all timely and valid requests for exclusion (the “Opt-Out List”).

18 10.4 In the event that the Settlement Agreement is not approved by the Court or the
19 settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the
20 Settling Parties shall be restored to their respective positions in the Litigation and shall jointly
21 request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid
22 prejudice to any Settling Party or Settling Party’s counsel, and (b) the terms and provisions of the
23 Settlement Agreement shall have no further force and effect with respect to the Settling Parties
24 and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment
25 or order entered by the Court in accordance with the terms of the Settlement Agreement shall be
26 treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to
27 the contrary, no order of the Court or modification or reversal on appeal of any order reducing the

1 amount of attorneys' fees, costs, expenses, and/or incentive awards shall constitute grounds for
2 cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement
3 in this Settlement Agreement to the contrary, Pacific Market Research shall be obligated to pay
4 amounts already billed or incurred for costs of notice to the Settlement Class, Claims
5 Administration, and Dispute Resolution pursuant to ¶ 2.7 above and shall not, at any time, seek
6 recovery of same from any other party to the Litigation or from counsel to any other party to the
7 Litigation.

8 **11. Miscellaneous Provisions**

9 11.1 The Settling Parties (i) acknowledge that it is their intent to consummate this
10 agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and
11 implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts
12 to accomplish the terms and conditions of this Settlement Agreement.

13 11.2 The Settling Parties intend this settlement to be a final and complete resolution of
14 all disputes between them with respect to the Litigation. The settlement compromises claims that
15 are contested and shall not be deemed an admission by any Settling Party as to the merits of any
16 claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith
17 by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation
18 with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that
19 such party determines to be appropriate, any contention made in any public forum that the
20 Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no
21 Party shall have any liability to any other Party as it relates to the Litigation, except as set forth
22 herein.

23 11.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act
24 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
25 settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the
26 validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the
27 Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence

1 of, any fault or omission of any of the Released Persons in any civil, criminal or administrative
2 proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may
3 file the Settlement Agreement and/or the Judgment in any action that may be brought against them
4 or any of them in order to support a defense or counterclaim based on principles of res judicata,
5 collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory
6 of claim preclusion or issue preclusion or similar defense or counterclaim.

7 11.4 The Settlement Agreement may be amended or modified only by a written
8 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

9 11.5 The Settlement Agreement, together with the Exhibits attached hereto, constitutes
10 the entire agreement among the parties hereto, and no representations, warranties or inducements
11 have been made to any party concerning the Settlement Agreement other than the representations,
12 warranties and covenants contained and memorialized in such document. Except as otherwise
13 provided herein, each party shall bear its own costs. This agreement supersedes all previous
14 agreements made by the parties.

15 11.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly
16 authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be
17 taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and
18 also are expressly authorized to enter into any modifications or amendments to the Settlement
19 Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out
20 the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

21 11.7 Each counsel or other Person executing the Settlement Agreement on behalf of any
22 party hereto hereby warrants that such Person has the full authority to do so.

23 11.8 The Settlement Agreement may be executed in one or more counterparts. All
24 executed counterparts and each of them shall be deemed to be one and the same instrument. A
25 complete set of original executed counterparts shall be filed with the Court.

26 11.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the
27 successors and assigns of the parties hereto.

1 11.10 The Court shall retain jurisdiction with respect to implementation and enforcement
2 of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the
3 Court for purposes of implementing and enforcing the settlement embodied in the Settlement
4 Agreement.

5 11.11 The Settlement Agreement shall be considered to have been negotiated, executed,
6 and delivered, and to be wholly performed, in the State of Washington, and the rights and
7 obligations of the parties to the Settlement Agreement shall be construed and enforced in
8 accordance with, and governed by, the internal, substantive laws of the State of Washington

9 11.12 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and
10 “him” means “him, her, or it.”

11 11.13 All dollar amounts are in United States dollars (USD).

12 11.14 Cashing a settlement check is a condition precedent to any Settlement Class
13 Member’s right to receive settlement benefits. All settlement checks shall be void sixty (60) days
14 after issuance and shall bear the language: “This check must be cashed within 60 days, after which
15 time it is void.” If a check becomes void, the Settlement Class Member shall have until six months
16 after the Effective Date to request re-issuance. If no request for re-issuance is made within this
17 period, the Settlement Class Member will have failed to meet a condition precedent to recovery of
18 settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be
19 extinguished, and Pacific Market Research shall have no obligation to make payments to the
20 Settlement Class Member for expense reimbursement under ¶ 2.1 or ¶ 2.2 or any other type of
21 monetary relief. The same provisions shall apply to any re-issued check. For any checks that are
22 issued or re-issued for any reason more than one hundred eighty (180) days from the Effective
23 Date, requests for re-issuance need not be honored after such checks become void.

24 11.15 All agreements made and orders entered during the course of the Litigation relating
25 to the confidentiality of information shall survive this Settlement Agreement.

1 IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be
2 executed, by their duly authorized attorneys.

3 Proposed Settlement Class Counsel


Counsel for Pacific Market Research and Duly
Authorized Signatory

5 **EMERY REDDY, PLLC**

BAKER & HOSTETLER LLP

6 Dated: December 8, 2021

Dated:

7
8 By: 
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Attorneys for Defendant
Pacific Market Research, LLC


19 Dated: Dec 08 2021

20 By: 
21 Plaintiff Gary Steve Clopp

22 Dated: Dec 08 2021

23 By: 
24 Plaintiff Shlon Smithson

25 Dated: Dec 08 2021

26 By: 
27 Plaintiff LeeAnn Crawford