

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

GARY STEVE CLOPP, SHLON SMITHSON,  
and LEEANN CRAWFORD, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

PACIFIC MARKET RESEARCH LLC, a  
foreign limited liability company; and DOES  
1-10,

Defendants.

No. 21-2-08738-4 KNT

DECLARATION OF TIMOTHY W.  
EMERY IN SUPPORT OF PLAINTIFFS'  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT

I, Timothy W. Emery, declare as follows:

1. I am the attorney of record for Plaintiffs Gary Steve Clopp, Shlon Smithson, and LeeAnn Crawford (collectively, "Plaintiffs"). I have personal knowledge of the matters set forth herein and if called to do so, I could and would testify competently under oath.

2. I am an attorney licensed to practice law in the States of Washington (since 2003) and Utah (since 2009) and the founding partner of the law firm of Emery Reddy, PLLC. I have been in the active practice of law for over 16 years. I have extensive experience litigating class action matters in Washington, Utah, and California.

3. I have represented both plaintiffs and defendants in complex class action litigations. I also have extensive experience in the subject matter of these particular claims, having litigated hundreds of employment law matters.

1           4.       Wage and hour class and collective actions are inherently complex and time-  
2 consuming. My customary hourly rate for matters such as this is \$630 per hour. I also accept  
3 matters such as this on a contingency fee basis for 1/3 of the gross recovery before trial  
4 preparations begin, or 40% of the gross recovery after trial preparation has begun, with additional  
5 fees to be negotiated for any further representation in the appeals process. These hourly rates and  
6 the contingency fees are reasonable and customary in the Seattle area for complex employment  
7 law and class action matters for attorneys with extensive litigation and trial experience. Plaintiffs  
8 are frequently unable to pay the hourly fee associated with litigating such matters, necessitating  
9 a contingency fee where much of the risk of success is shifted onto plaintiffs' counsel, including  
10 recovering case costs advanced.

11           5.       My firm represents Plaintiffs on a contingency fee basis. My firm has not received  
12 any compensation for our time to date.

13           6.       Prior to filing this action, my firm conducted a thorough investigation into the  
14 merits of our clients' claims, Defendant's potential defenses, and whether the matter should be  
15 brought as a class action. We reviewed our clients' documents and performed numerous  
16 calculations on the data provided to assess potential individual and class damages.

17           7.       On July 2, 2021, Plaintiffs filed the Class Action Complaint for Damages against  
18 Defendant Pacific Market Research, LLC ("Defendant" or "PMR"), alleging causes of action for:  
19 (1) negligence, and (2) violation of the Washington Consumer Protection Act ("CPA").

20           8.       Defendant is a data and consulting firm.

21           9.       After filing this action, I engaged in multiple telephone conversations and email  
22 exchanges with Defendant's Counsel regarding the claims and defenses, as well as exploring early  
23 settlement.

24           10.      On October 19, 2021, the Parties reached an agreement on the material terms of  
25 the settlement. During the following seven weeks, the Parties engaged in further debate and  
26 negotiation, exchanged drafts, and finalized the terms of the settlement memorialized in a formal

1 Settlement Agreement (“Settlement Agreement”) that was fully executed by the Parties and their  
2 counsel on December 10, 2021. A true and correct copy of the Settlement Agreement is attached  
3 hereto as Exhibit 1 and incorporated herein by reference.

4 11. The proposed settlement in this case was reached through months of arm’s-length  
5 negotiations between experienced class action counsel.

6 12. Counsel for both Plaintiffs and Defendant have substantial experience prosecuting  
7 and defending class actions. Both parties believe they would ultimately prevail; however,  
8 litigating the case would be time-consuming, expensive, and, like most all class actions, risky.

9 13. Here, the settlement affords payments to Class Members who submit timely, valid  
10 Claim Forms showing they have incurred expenses or spent time addressing the data incident. Ex.  
11 1, at ¶¶ 2.1, 2.2. Given the risks of continued litigation, the settlement ensures substantial and  
12 timely relief and recovery for Plaintiffs and the Class.

13 14. As mentioned above, my firm represents Plaintiffs on a contingency fee basis and  
14 we have not received any compensation for our time to date. In taking this case, my firm risked  
15 not recovering any attorneys’ fees at all, a potentially expensive trial, and lost opportunity costs  
16 due to the time needed to brief any planned class certification and dispositive motions and the  
17 other time we needed to, or would need to, devote to the case. There was a high degree of risk  
18 and uncertainty in accepting and litigating this case. My firm will not be paid any amount of our  
19 fees absent prevailing on behalf of our clients and the Class. Moreover, my firm advanced  
20 significant costs in this litigation, which will not be recovered if the Class does not prevail.

21 15. In agreeing to the settlement, Plaintiffs and I have considered the risks inherent to  
22 litigation and the defenses available to Defendant. For instance, there is a risk of losing at trial.  
23 Even if Plaintiffs eventually prevailed, they could be forced to wait for a prolonged duration for  
24 the outcome of an appeal before receiving an Order. Although Plaintiffs believe that the harm and  
25 violation of the statute is clear, they believe the uncertainty of these legal issues necessitates early  
26 resolution and that the settlement is fair, reasonable, and adequate.

1           16.     Based on my experience, I evaluated these various issues, including the strengths  
2 and weaknesses of the case, and the consequences of not settling, and concluded that the  
3 settlement is in the best interest of the Class. Defendant, who is represented by equally competent  
4 counsel, agrees with this assessment and supports the settlement.

5           17.     The Parties agreed that Postlethwaite & Netterville will administer the settlement.  
6 It is estimated that the total cost to administer settlement of this matter will be approximately  
7 \$20,000.00.

8           18.     The Parties agreed that Mark G. Honeywell will serve as Claims Referee. Mr.  
9 Honeywell has more than 40 years of experience as an attorney and is an experienced mediator  
10 who has mediated similar settlements to the present case in other data incident matters with  
11 Defendant's counsel. Mr. Honeywell is a named partner from Gordon Thomas Honeywell.

12           19.     The Parties agreed that the named Plaintiffs should be appointed as Class  
13 Representatives and receive service awards in the following amounts: Gary Steve Clopp –  
14 \$2,333.33, Shlon Smithson – \$2,333.33, and LeeAnn Crawford – \$2,333.33. The Plaintiffs spent  
15 considerable time preparing documents for, engaging in telephone calls and exchanging emails  
16 with, and undergoing interviews by my firm. The Plaintiffs contacted potential Class Members  
17 and witnesses; made themselves available throughout settlement negotiations; and provided input  
18 on settlement terms.

19           20.     After agreeing to the terms of the settlement on behalf of the Class, counsel for  
20 Plaintiffs negotiated their fees and costs separate from the benefit to Class Members, in the  
21 amount of \$146,000.00. When compared to the value of the gross settlement amount, the  
22 requested attorney's fee award is far less than one-third of the gross settlement amount. Along  
23 with \$250,000.00 in standard and extraordinary expense reimbursements, hard costs in connection  
24 with administering the settlement will total approximately \$20,000.00, class representative  
25 payments will total \$7,000.00, and the retail value of credit monitoring for each Class Member is  
26 \$119.88 (12 months at a retail value of \$9.99 per month), up to a potential \$1,973,944.08 total

1 retail value to a population of 16,466 people (\$119.88 x 16,466).<sup>1</sup> Simply put, the requested  
2 attorneys' fees are a mere fraction of the gross settlement amount.

3 21. These fees and costs are the product of months of labor and costs expended by an  
4 employment litigation team to analyze and document its claims, and then engage in extensive  
5 settlement discussions with Defendant's Counsel.

6 22. Ultimately, through these extensive negotiations, the Parties reached a resolution  
7 which is favorable to the Class, provides certainty, and ensures payment to the Class within a  
8 reasonable time period.

9  
10 I declare under penalty of perjury under the laws of the State of Washington that the  
11 foregoing is true and correct. Executed on January 5, 2022 at Seattle, WA.

12  
13 By: s/ Timothy W. Emery  
14 Timothy W. Emery

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<sup>1</sup> Those Class Members who already redeemed their credit monitoring codes would not be eligible for this benefit, however.

# EXHIBIT 1

1 THE HONORABLE NICOLE GAINES PHELPS

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

26 SETTLEMENT AGREEMENT

27 BAKER & HOSTETLER LLP  
999 Third Avenue, Suite 3600  
Seattle, WA 98104-4040  
Telephone: (206) 332-1380

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

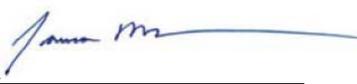
5 **EMERY REDDY, PLLC**

**BAKER & HOSTETLER LLP**

6 Dated: December 8, 2021

Dated:

7  
8 By:   
9 Timothy W. Emery, WSBA No. 34078  
10 Patrick B. Reddy, WSBA No. 34092  
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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

# EXHIBIT A

## CLAIM FORM

This claim form should be filled out online or submitted by mail if you received a notification from Pacific Market Research, LLC (collectively "Pacific Market Research") relating to a cyberattack against Pacific Market Research's computer systems that occurred on May 22, 2021, was disclosed by the Washington State Department of Labor & Industries in July 2021 (the "Ransomware Attack"), and you had out-of-pocket expenses, fraudulent charges, lost time spent dealing with the Ransomware Attack, or unreimbursed extraordinary monetary losses as a result of the Ransomware Attack. You may get a check if you fill out this claim form, if the settlement is approved, and if you are found to be eligible for a payment.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, [www.\\_\\_\\_\\_\\_.com](http://www._____.com), or call 1-\_\_\_\_\_ for more information.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below. Please type or print clearly in blue or black ink. This claim form must be submitted online OR mailed and postmarked by \_\_\_\_\_, 2021.

### 1. CLASS MEMBER INFORMATION.

Name (REQUIRED): \_\_\_\_\_

\_\_\_\_\_  
Number and Street (REQUIRED)

\_\_\_\_\_  
City (REQUIRED) State (REQUIRED) Zip Code (REQUIRED)

\_\_\_\_\_  
Telephone Number (REQUIRED): (\_\_\_\_\_) \_\_\_\_\_ Email Address (optional) \_\_\_\_\_

### 2. PAYMENT ELIGIBILITY INFORMATION.

Please review the notice and sections 2.1 through 2.2 of the Settlement Agreement (available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com)) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us figure out if you are entitled to a settlement payment.

#### PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of out-of-pocket expenses, fraudulent charges, or lost time that you had to pay as a result of the Ransomware Attack. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in **bold type** (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish).

#### a. Ordinary Expenses Resulting from the Ransomware Attack:

\_\_\_\_\_ Unreimbursed charges incurred as a result of the Ransomware Attack.

Examples - Bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel. Other examples include: fees for credit reports, credit monitoring, or other identity theft insurance product purchased between July 1, 2021 and the date of the Preliminary Approval Order.

Total amount for this category \$ \_\_\_\_\_

**If you are seeking reimbursement for fees, expenses, or charges, please attach a copy of a statement from the company that charged you, or a receipt for the amount you incurred.**

**If you are seeking reimbursement for credit reports, credit monitoring, or other identity theft insurance product purchased between July 1, 2021 and the date of the Preliminary Approval Order, please attach a copy of a receipt or other proof of purchase for each credit report or product purchased. (Note: By claiming reimbursement in this category, you certify that you purchased the credit monitoring or identity theft insurance product primarily because of the Pacific Market Research Ransomware Attack and not for any other purpose).**

You may mark out any transactions that are not relevant to your claim before sending in the documentation.

\_\_\_\_\_ Between one and three hours of documented time spent dealing with the Ransomware Attack

Examples – You spent at least one full hour calling customer service lines, writing letters or emails, or on the Internet in order to get fraudulent charges reversed or in updating automatic payment programs because your card number changed as a result of the Ransomware Attack. Please note that the time that it takes to fill out this Claim Form is not reimbursable and should not be included in the total.

Total number of hours claimed \_\_\_\_\_

***If the time was spent online or on the telephone, briefly describe what you did, or attach a copy of any letters or emails you wrote. If the time was spent trying to reverse fraudulent charges, briefly describe what you did. If the time was spent updating accounts due to your card being reissued, identify the other accounts that had to be updated.***

You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.

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**b. Extraordinary Expenses**

\_\_\_\_\_ Unreimbursed expenses resulting from identity theft or fraud.

Total amount for this category \$ \_\_\_\_\_

***Attach a copy of statements that demonstrate that identity theft or fraud occurred and any correspondence showing that you reported the fraud. If you do not have anything in writing, tell us the approximate date that you reported and to whom you reported the fraud.***

You may mark out any information that is not relevant to your claim before sending in the documentation.

**Date reported** \_\_\_\_\_

**Description of the person(s) to whom you reported the fraud**  
\_\_\_\_\_  
\_\_\_\_\_

**Check this box to confirm that you have exhausted all applicable insurance policies, including credit monitoring insurance and identity theft insurance, and that you have no insurance coverage for these fraudulent charges.**

\_\_\_\_\_ Other unreimbursed out-of-pocket expenses that happened because of the Ransomware Attack that are not accounted for in your responses above.

Examples – This category includes any other unreimbursed expenses or charges that are not otherwise accounted for in your answers to the questions above, including any expenses or charges that you believe were the result of an act of identity theft..

Total amount for this category \$ \_\_\_\_\_

**Describe the expense, why you believe that they are related to the Ransomware Attack, and provide as much detail as possible about the date you incurred these expenses and the company or person to whom you had to pay them. Please provide copies of any receipts, police reports, or other documentation supporting your claim. The settlement administrator may contact you for additional information before processing your claim.**

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**Check this box to confirm that you have exhausted all credit monitoring insurance and identity theft insurance you might have for these out-of-pocket expenses before submitting this Claim.**

**3. SIGN AND DATE YOUR CLAIM FORM.**

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Settlement Administrator or Claims Referee before my claim will be considered complete and valid.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_/\_\_\_\_/\_\_\_\_  
*Month/Day/Year*

**4. MAIL YOUR CLAIM FORM.**

This claim form must be submitted online or postmarked by \_\_\_\_\_, **2021** and mailed to: Pacific Market Research Settlement Claims, c/o \_\_\_\_\_

# EXHIBIT B

**You may be eligible for a payment  
from a class action settlement relating to a May 2021 Ransomware Attack at Pacific  
Market Research, LLC**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

A settlement has been reached in a class action lawsuit against Pacific Market Research, LLC (collectively “Pacific Market Research”) relating to a cyberattack against Pacific Market Research’s computer systems that occurred on May 22, 2021 and was disclosed by the Washington State Department of Labor & Industries in July 2021 (the “Ransomware Attack”). The computer systems possibly affected by the Ransomware Attack potentially contained personal information relating to Washingtonian’s who had been injured and filed claims with Washington State Labor & Industries. The plaintiffs claim that Pacific Market Research was responsible for the Ransomware Attack and assert claims for: violation of the Washington State Consumer Protection Act and negligence. Pacific Market Research denies all of the claims and says it did not do anything wrong.

**WHO IS INCLUDED?** Pacific Market Research records show you are an individual whose personal information may have been accessed by a third party in the Ransomware Attack on Pacific Market Research disclosed by the Washington State Department of Labor & Industries in July 2021, and, therefore, you are included in this Settlement as a “Settlement Class Member.”

**SETTLEMENT BENEFITS.** Pacific Market Research will pay a maximum of \$250,000 total for all valid and timely submitted claims. The Settlement provides two types of payments to people who submit valid claims: 1) Reimbursement of up to \$250 for out-of-pocket expenses and documented lost time that resulted from the Ransomware Attack; and 2) Reimbursement of up to \$2,500 for extraordinary expenses which were more likely than not caused by the Ransomware Attack. Additionally, if you received a now expired credit monitoring code from the Washington State Department of Labor & Industries, Pacific Market Research has paid to extend the time period for you to redeem existing and unredeemed credit monitoring codes until the claim deadline stated below. Pacific Market Research will also commit to improved data security measures in the future.

**THE ONLY WAY TO RECEIVE A MONETARY BENEFIT IS TO FILE A CLAIM.** To get a Claim Form, visit the website or call **1-XXX-XXX-XXXX**. The claim deadline is **Month Day, 2021**.

**OTHER OPTIONS.** If you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Pacific Market Research for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month Day, 2021**. If you stay in the Settlement, you may object to it by **Month Day, 2021**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website or call 1-**XXX-XXX-XXXX** for a copy of the more detailed notice. On **Month Day, 2021**, the Court will hold a Fairness Hearing to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ fees, costs, and expenses not to exceed \$150,000 and an incentive award of \$1,000 for the Representative Plaintiffs. The Motion for attorneys’ fees will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

[www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com)

1-XXX-XXX-XXXX

# EXHIBIT C

**You may be eligible for a payment from a class  
action settlement relating to a May 2021  
Ransomware Attack at Pacific Market Research,  
LLP**

*Para una notificación en Español, visitar [www.XXXXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXXXX.com).*

*A state court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.*

- A settlement has been proposed in a class action lawsuit against Pacific Market Research, LLC (collectively “Pacific Market Research”) relating to a cyberattack against Pacific Market Research’s computer systems that occurred on May 22, 2021 and was disclosed by the Washington State Department of Labor & Industries in July 2021 (the “Ransomware Attack”). An investigation by a cybersecurity firm could not be completely certain that the third parties did not access specific information stored on the computer systems, which may have included one or more of the following: demographic information (such as full name, date of birth, phone number, address) and workers’ compensation claim number(s) related to Washingtonian’s who had been injured and filed claims with Washington State Department of Labor & Industries.
- If you received a notification from Pacific Market Research, you may be included in this Settlement as a “Settlement Class Member.”
- The Settlement provides payments to people who submit valid claims for out-of-pocket expenses and charges that were incurred and plausibly arose from the Ransomware Attack, and for other extraordinary unreimbursed monetary losses. Additionally, if you received a now expired credit monitoring code from the Washington State Department of Labor & Industries, Pacific Market Research has paid to extend the time period for you to redeem existing and unredeemed credit monitoring codes until the claim deadline stated below. Pacific Market Research will also commit to improved data security measures in the future.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you can get payment.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	You will not get any payment from the Settlement, but you also will not release your claims against Pacific Market Research. This is the only option that allows you to be part of any other lawsuit against Pacific Market Research or related parties for the legal claims resolved by this Settlement.

<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court with reasons why you do not agree with the Settlement.
<b>GO TO THE FINAL FAIRNESS HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
<b>DO NOTHING</b>	You will not get any payment from this Settlement and you will give up certain legal rights. Submitting a claim form is the only way to obtain payment from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com), or call 1- - - .
- The Court in charge of this case still has to decide whether to grant final approval the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

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## **BASIC INFORMATION**

### **1. Why is this Notice being provided?**

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Superior Court of the State of Washington, County of King. The case is known as *Clopp et. al. v. Pacific Market Research, LLC et. al.*, Case No. 21-2-08738-4 KNT (the “Lawsuit”). The persons who filed the Lawsuit are called the Plaintiffs and the entity they sued, Pacific Market Research, is called the Defendant.

### **2. What is this lawsuit about?**

The Lawsuit claims that Pacific Market Research is liable for the Ransomware Attack and asserts claims for: violation of the Washington State Consumer Protection Act and negligence. The Lawsuit seeks, among other things, payment for persons who were injured by the Ransomware Attack.

Pacific Market Research has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

### **3. What is a class action?**

In a class action, one or more people called Class Representatives (in this case, Gary Steve Clopp, Shlon Smithson, and LeeAnn Crawford) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class members. One Court and one judge resolves the issues for all Class members, except for those who exclude themselves from the Settlement Class.

### **4. Why is there a Settlement?**

The Court did not decide in favor of the Plaintiffs or Pacific Market Research. Instead, the Plaintiffs negotiated a settlement with Pacific Market Research that allows both Plaintiffs and Pacific Market Research to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment without further delay. The Class Representatives and their attorneys think the Settlement is in the best interest of all Settlement Class Members. This Settlement does not mean that Pacific Market Research did anything wrong.

## **WHO IS INCLUDED IN THE SETTLEMENT?**

### **5. How do I know if I am part of the Settlement?**

You are part of this Settlement as a Settlement Class Member if you are an individual whose personal information may have been accessed by a third party in the ransomware attack on Pacific

Market Research disclosed by the Washington State Department of Labor & Industries in July 2021. If you previously received a notification from Pacific Market Research of the Ransomware Attack then you may be a class member.

#### **6. Are there exceptions to being included in the Settlement?**

Yes. Specifically excluded from the Settlement Class are: (i) Pacific Market Research; (ii) any agent, affiliate, parent, or subsidiary of Pacific Market Research; (iii) any entity in which Pacific Market Research has a controlling interest; (iv) any officer or director of Pacific Market Research; (v) any successor or assign of Pacific Market Research; (vi) any Judge to whom this case is assigned as well as his or her staff and immediate family; (vii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (viii) the Judge assigned to evaluate the fairness of this settlement; and (ix) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Ransomware Attack or who pleads nolo contendere to any such charge.

#### **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

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

The Settlement will provide payments to people who submit valid claims.

There are two types of payments that are available: (1) Expense Reimbursement (Question 8, below) and (2) Extraordinary Expense Reimbursement (Question 9, below). Pacific Market Research's total aggregate payments for Expense Reimbursement and Extraordinary Expense Reimbursement shall not exceed \$250,000. You may submit a claim for either or both types of payments. In order to claim each type of payment, you must provide related documentation with the Claim Form.

Additionally, if you received a now expired credit monitoring code from the Washington State Department of Labor & Industries, Pacific Market Research has paid to extend the time period for you to redeem existing and unredeemed credit monitoring codes until the claim deadline stated below. The Settlement also provides that Pacific Market Research has spent at least \$32,646 in improved information security enhancements since the Ransomware Attack, and Pacific Market Research will commit to continuing security enhancements in each of years 2022, 2023, and 2024.

#### **8. What payments are available for Expense Reimbursement?**

Class Members are eligible to receive reimbursement of up to \$250 (in total) for the following categories of out-of-pocket expenses resulting from the Ransomware Attack:

- bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
- fees for credit reports, credit monitoring, or other identity theft insurance product purchased between July 1, 2021 and the date of the Preliminary Approval Order (if Settlement Class Member makes affirmative statement that it was purchased primarily because of the Ransomware Attack);

- reimbursement of up to three hours of documented lost time (at \$20 per hour) spent dealing with the Ransomware Attack, e.g., time spent dealing with replacement card issues, reversing fraudulent charges, but only if at least one full hour was spent, and only if the time can be documented with reasonable specificity by answering the questions on the Claim Form.

## 9. What payments are available for Extraordinary Expense Reimbursement?

Class Members who had other extraordinary unreimbursed monetary losses because of information compromised as part of the Ransomware Attack are eligible to make a claim for reimbursement of up to \$2,500. As part of the claim, the Class Member must show that: (1) it is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Ransomware Attack; (3) the loss occurred during the time period from May 22, 2021 through and including the end of the applicable claims period; (4) the loss is not already covered by one or more of the categories in Question 8; and (5) a reasonable effort was made to avoid or seek reimbursement for the loss (including exhaustion of all available credit monitoring insurance and identity theft insurance).

More details are provided in the Settlement Agreement, which is available at [www.XXXXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXXXX.com).

### HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

## 10. How do I get benefits from the Settlement?

To ask for a payment, you must complete and Submit a Claim Form. Claim Forms are available at [www.XXXXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXXXX.com), or you may request one by mail by calling 1-XXX-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, and submit it online or mail it postmarked no later than **Month Day, 2022** to:

Pacific Market Research Claims Administrator  
PO Box XXXXX  
City, State zip code

## 11. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid.

If the claim is complete and the Claims Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have their claim reviewed by an impartial Claim Referee who has been appointed by the Court.

## 12. When will I get my payment?

The Court will hold a Final Fairness Hearing at **at : .m. on Month , 2022** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always

uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

#### **REMAINING IN THE SETTLEMENT**

##### **13. Do I need to do anything to remain in the Settlement?**

You do not have to do anything to remain in the Settlement, but if you want a payment you must submit a Claim Form online or postmarked by **Month Day, 2022**.

##### **14. What am I giving up as part of the Settlement?**

If the Settlement becomes final, you will give up your right to sue Pacific Market Research, the State of Washington, the Washington State Department of Labor & Industries and other related entities for the claims being resolved by this Settlement. The specific claims you are giving up against Pacific Market Research are described in Section 1.21 of the Settlement Agreement. You will be “releasing” Pacific Market Research and all related people or entities as described in Section 6 of the Settlement Agreement. The Settlement Agreement is available at [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in Question 18 for free or you can, of course, talk to your own lawyer at your own expense.

#### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this Settlement, but you want to keep the right to sue Pacific Market Research, the State of Washington, the Washington State Department of Labor & Industries and other related entities about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

##### **15. If I exclude myself, can I still get payment from the Settlement?**

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

##### **16. If I do not exclude myself, can I sue Pacific Market Research for the same thing later?**

No. Unless you exclude yourself from the Settlement, you give up any right to sue Pacific Market Research, the State of Washington, the Washington State Department of Labor & Industries and other related entities for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

##### **17. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Clopp et. al. v. Pacific Market Research, LLC et. al.*, Case No. 21-2-08738-4 KNT. Your letter must also include your name, address, and signature. You must mail your exclusion request postmarked no later than **Month \_\_, 2022** to:

**Pacific Market Research Settlement Exclusions**

P.O. Box \_\_\_\_\_

[City] [ST] \_\_\_\_\_ - \_\_\_\_\_

**THE LAWYERS REPRESENTING YOU**

**18. Do I have a lawyer in this case?**

Yes. The Court appointed Timothy W. Emery and Patrick B. Reddy of Emery Reddy, PLLC, 600 Stewart Street, Suite 1100, Seattle, Washington 98101 to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**19. How will Class Counsel be paid?**

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees, costs, and expenses in the amount not to exceed \$150,000. Class Counsel will also request approval of an incentive award of \$1,000 for the Class Representatives. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid separately by Pacific Market Research and will not reduce the amount of total payments available to Settlement Class Members.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

**20. How do I tell the Court that I do not like the Settlement?**

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail copies to Class Counsel and Pacific Market Research's Counsel a written notice stating that you object to the Settlement in *Clopp et. al. v. Pacific Market Research, LLC et. al.*, Case No. 21-2-08738-4 KNT.

Your objection must include:

- 1) your full name, address, telephone number, and e-mail address;
- 2) information or proof showing you are a Settlement Class Member;
- 3) the reasons why you object to the Settlement, including any documents supporting your objection;
- 4) the name and address of your attorney, if you have retained one;
- 5) the name and address of any attorneys representing you that may appear at the Final Fairness Hearing;
- 6) a statement confirming whether you and/or your counsel intend to personally appear and/or testify at the Final Fairness Hearing;

- 7) a list, by case name, court, and docket number, of all other cases in which you (directly or through a lawyer) have filed an objection to any proposed class action settlement within the last three years;
- 8) a list, by case name, court, and docket number, of all other cases in which your lawyer (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three years;
- 9) your signature or the signature of your attorney or other duly authorized representative (along with documentation illustrating representation).

Your objection must be filed with the Clerk of the Superior Court of the State of Washington, County of King, 516 Third Avenue, Room E-609, Seattle, WA 98104 no later than **Month \_\_, 2022**. You must also mail copies of your objection to Class Counsel and Pacific Market Research's Counsel postmarked no later than **Month \_\_, 2022**, at all of the addresses below.

CLASS COUNSEL	PACIFIC MARKET RESEARCH'S COUNSEL
Timothy W. Emery Patrick B. Reddy <b>EMERY REDDY, PLLC</b> 600 Stewart Street, Suite 1100 Seattle, Washington 98101	James R. Morrison <b>BAKER &amp; HOSTETLER LLP</b> 999 Third Avenue, Suite 3900 Seattle, Washington 98101

**21. What is the difference between objecting to and excluding myself from the Settlement?**

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

**THE COURT'S FINAL FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

**22. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Fairness Hearing at **: \_\_.m. on Month \_\_, 2022**, in the Superior Court of the State of Washington, County of King, 516 Third Avenue, Seattle, WA 98104. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 20). The Court will also decide whether to approve fees and costs to Class Counsel, and the incentive awards to the Class Representatives.

**23. Do I have to come to the Final Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

**24. May I speak at the Final Fairness Hearing?**

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 20 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

**IF YOU DO NOTHING**

**25. What happens if I do nothing?**

If you do nothing, you will not receive any compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Pacific Market Research or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

**GETTING MORE INFORMATION**

**26. Are more details about the Settlement available?**

Yes. This Notice summarizes the proposed Settlement. More details are in the Stipulation and Settlement Agreement, which is available at [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com), or by writing to the Pacific Market Research Settlement Administrator, P.O. Box \_\_\_\_\_, [City] [ST] \_\_\_\_\_ - \_\_\_\_\_.

**27. How do I get more information?**

Go to [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com), call 1-\_\_\_\_-\_\_\_\_-\_\_\_\_, or write to the Pacific Market Research Settlement Administrator, P.O. Box \_\_\_\_\_, [City] [ST] \_\_\_\_\_ - \_\_\_\_\_.

***Please do not call the Court or the Clerk of the Court for additional information.  
They cannot answer any questions regarding the Settlement or the Lawsuit***

# EXHIBIT D

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3  
4  
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  
situated,

11 Plaintiffs,

12 v.

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

15 Defendants.

Case No. 21-2-08738-4 KNT

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY CLASS  
SETTLEMENT AGREEMENT**

16 This matter came before the Court on Plaintiffs’ Motion for Preliminary Approval of Class  
17 Settlement Agreement. Plaintiffs, individually and on behalf of the proposed Settlement Class,  
18 and Defendant have entered into a Settlement Agreement (the “Settlement Agreement”) that settles  
19 the above-captioned litigation.

20 On May 22, 2021, Pacific Market Research became the victim of a criminal act.  
21 Cybercriminals gained access to Pacific Market Research’s computer systems (the “Ransomware  
22 Attack”). As a contractor to Washington State Department of Labor & Industries (“L&I”), Pacific  
23 Market Research’s computer systems contained some of L&I’s data.

24 Upon discovering the criminal cyberattack, Pacific Market Research hired a cybersecurity  
25 firm to conduct an independent investigation into the Ransomware Attack and notified L&I that  
26 approximately 16,466 individuals’ information may have been impacted (the “Notice”). In turn,  
27 L&I notified the individuals whose information may have been impacted. The investigation by

1 the cybersecurity firm found no evidence that any files on the Pacific Market Research network  
2 were accessed or removed from the network. However, Pacific Market Research cannot be  
3 completely certain that the third parties did not access specific information stored on the computer  
4 systems, which may have included one or more of the following: demographic information (such  
5 as full name, date of birth, phone number, address), and workers' compensation claim number(s)  
6 related to Washingtonian's who had been injured and filed claims with L&I.

7 Plaintiffs filed a putative class action complaint on July 2, 2021, commencing this litigation  
8 (the "Litigation"). The causes of action in the complaint (the "Complaint") include 1) violation of  
9 the Washington State Consumer Protection Act ("CPA") and 2) negligence.

10 The Parties, through their counsel, have entered into a Settlement Agreement following  
11 good faith, arm's-length negotiations. The Parties have agreed to settle this action, pursuant to the  
12 terms of the Settlement Agreement, and subject to the approval and determination of the Court as  
13 to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in  
14 dismissal of this action with prejudice.

15 Having reviewed the Settlement Agreement, including the exhibits attached thereto, and  
16 all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion  
17 for Preliminary Approval is granted as set forth herein.<sup>1</sup>

18 **1. Class Certification for Settlement Purposes Only.** For settlement purposes only  
19 and pursuant to Washington Civil Rule 23(b)(3) and (e), the Court provisionally certifies a  
20 Settlement Class in this matter defined as follows:

21 All individuals residing in the United States whose personal information may have  
22 been accessed by a third party in the ransomware attack on Pacific Market Research  
disclosed by the Washington State Department of Labor & Industries in July 2021.

23 The Settlement Class specifically excludes: (i) Pacific Market Research; (ii) any agent,  
24 affiliate, parent, or subsidiary of Pacific Market Research; (iii) any entity in which Pacific Market  
25 Research has a controlling interest; (iv) and officer or director of Pacific Market Research; (v) any

26  
27 <sup>1</sup> Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

1 successor or assign of Pacific Market Research; (vi) any Judge to whom this case is assigned as  
2 well as his or her staff and immediate family; (vii) all Settlement Class Members who timely and  
3 validly request exclusion from the Settlement Class; (viii) the Judge assigned to evaluate the  
4 fairness of this settlement; and (ix) any other Person found by a court of competent jurisdiction to  
5 be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity  
6 occurrence of the Ransomware Attack or who pleads *nolo contendere* to any such charge.

7 The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class  
8 is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are  
9 issues of law and fact common to the Settlement Class; (c) the claims of the Settlement Class  
10 Representatives are typical of and arise from the same operative facts and seek similar relief as the  
11 claims of the Settlement Class Members; (d) the Settlement Class Representatives and Settlement  
12 Class Counsel will fairly and adequately protect the interests of the Settlement Class as the  
13 Settlement Class Representatives have no interest antagonistic to or in conflict with the Settlement  
14 Class and has retained experienced and competent counsel to prosecute this matter on behalf of  
15 the Settlement Class; (e) questions of law or fact common to Settlement Class Members  
16 predominate over any questions affecting only individual members; and (f) a class action and class  
17 settlement is superior to other methods available for a fair and efficient resolution of this  
18 controversy.

19 **2. Settlement Class Representatives and Settlement Class Counsel.**

20 Plaintiffs Gary Steve Clopp, Shlon Smithson, and LeeAnn Crawford are hereby  
21 provisionally designated and appointed as the Settlement Class Representatives. The Court  
22 provisionally finds that the Settlement Class Representatives are similarly situated to absent Class  
23 Members and therefore typical of the Class and that they will be adequate Settlement Class  
24 Representatives.

25 The Court finds that the following counsel are experienced and adequate counsel and are  
26 hereby provisionally designated as Settlement Class Counsel: Timothy W. Emery and Patrick B.  
27 Reddy of Emery Reddy, PLLC.

1           **3. Preliminary Settlement Approval.** Upon preliminary review, the Court  
2 concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant  
3 providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily  
4 approved.

5           **4. Jurisdiction.** The Court concludes that it has subject matter jurisdiction and  
6 personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally,  
7 venue is proper in this court.

8           **5. Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_\_ at  
9 \_\_: \_\_ .m. on Month \_\_, 2022, in the Superior Court of the State of Washington, King County,  
10 516 Third Avenue, Seattle, WA 98104, to determine, among other things, whether: (a) this matter  
11 should be finally certified as a class action for settlement purposes; (b) the Settlement should be  
12 finally approved as fair, reasonable, and adequate; (c) the action should be dismissed with  
13 prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should  
14 be bound by the releases set forth in the Settlement Agreement; and (e) the motion of the  
15 Settlement Class Representatives for an Incentive Award (the “Incentive Award Request”) should  
16 be approved.

17           Plaintiffs’ Motion for Attorneys’ Fees, Costs, and an Incentive Award shall be filed 14  
18 Days prior to Settlement Class Members’ Deadlines to object to or exclude themselves from the  
19 Settlement Agreement. By no later than 14 Days prior to the Final Approval Hearing, the Parties  
20 shall file responses, if any, to any objections, and any replies in support of Plaintiff’s Motion for  
21 Attorneys’ Fees, Costs, and an Incentive Award.

22           Plaintiffs’ Motion for Final Approval of the Settlement shall be filed with the Court at least  
23 30 Days prior to the Final Approval Hearing. By no later than 14 Days prior to the Final Approval  
24 Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of  
25 final approval of the Settlement and/or the Incentive Award Request and Fee Request.

26           **6. Administration.** The Court appoints Postlethwaite & Netterville as the Settlement  
27 Administrator, with responsibility for class notice and claims administration and to fulfill the

1 duties of the Settlement Administrator set forth in the Settlement Agreement. Defendant shall pay  
2 all costs and expenses associated with providing notice to Settlement Class Members including,  
3 but not limited to, the Settlement Administrator’s fees, as well as the costs associated with  
4 administration of the Settlement.

5 **7. Claims Referee.** The Court appoints Mark G. Honeywell as Claims Referee.

6 **8. Notice to the Class.** The proposed Notice Program set forth in the Settlement  
7 Agreement, and the Claim Form, Short-Form Notice, and Long-Form Notice attached to the  
8 Settlement Agreement as Exhibits A, B, and C satisfy the requirements of Washington Civil Rule  
9 23(c)(2) and (e), provide the best notice practicable under the circumstances and are hereby  
10 approved. Non-material modifications to these Exhibits may be made without further order of the  
11 Court. The Settlement Administrator is directed to carry out the Notice Program in conformance  
12 with the Settlement Agreement.

13 Within **30 days from the date of this Order** (the “Notice Deadline”), the Settlement  
14 Administrator shall complete the Notice Program in the manner set forth in Section 5 of the  
15 Settlement Agreement.

16 **9. Findings and Conclusions Concerning Notice.** The Court finds that the form,  
17 content, and method of giving notice to the Settlement Class as described in Paragraph 8 of this  
18 Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best  
19 practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class  
20 Members of the pendency of the action, the terms of the proposed Settlement, and their rights  
21 under the proposed Settlement, including but not limited to their rights to object to or exclude  
22 themselves from the proposed Settlement and other rights under the terms of the Settlement  
23 Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class  
24 Members and other persons entitled to receive notice; and the Court concludes that the Notice  
25 Program meets all applicable requirements of law, including Washington Civil Rule 23(c) and (e),  
26 and the Due Process Clause(s) of the United States Constitution and Washington State  
27

1 Constitution. The Court further finds that the Notice is written in plain language, uses simple  
2 terminology, and is designed to be readily understandable by Class Members.

3 **10. Exclusion from Class.** Any Settlement Class Member who wishes to be excluded  
4 from the Settlement Class must mail a written notification of the intent to exclude himself or herself  
5 from the Settlement Class to the Settlement Administrator at the address provided in the Notice,  
6 postmarked no later than **60 Days from the date of this Order** (the “Opt-Out Period”). The  
7 written notification must include the individual’s full name, address, and telephone number; an  
8 unequivocal statement that he or she wants to be excluded from the Settlement Class; and the  
9 original signature of the individual or a person previously authorized by law, to act on behalf of  
10 the individual with respect to the claims asserted in this Action.

11 The Settlement Administrator shall provide the Parties with copies of all completed opt-  
12 out notifications, and a final list of all who have timely and validly excluded themselves from the  
13 Settlement Class, which Settlement Class Counsel may move to file under seal with the Court no  
14 later than **10 Days prior to the Final Approval Hearing.**

15 Any Settlement Class Member who does not timely and validly exclude herself or himself  
16 from the Settlement shall be bound by the terms of the Settlement Agreement. If Final Order and  
17 Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written  
18 notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and  
19 judgments in this matter, including but not limited to the Release set forth in the Final Order and  
20 Judgment, including Settlement Class Members who have previously initiated or who  
21 subsequently initiate any litigation against any or all of the Released Persons relating to the claims  
22 and transactions released in the Settlement Agreement. All Settlement Class Members who submit  
23 valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any  
24 benefits of the Settlement.

25 **11. Objections and Appearances.** A Settlement Class Member who complies with  
26 the requirements of this paragraph may object to the Settlement, the Incentive Award Request, or  
27 the Fee Request.

1 No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other  
2 documents submitted by any Settlement Class Member shall be received and considered by the  
3 Court, unless the objection is (a) electronically filed with the Court by the Objection Date; or (b)  
4 mailed first-class postage prepaid to the Clerk of Court, Plaintiffs' Counsel, and Defendant's  
5 Counsel at the addresses listed in the Notice, and postmarked by no later than the Objection Date,  
6 as specified in the Notice. For an objection to be considered by the Court, the objection must also  
7 include all of the information set forth in Paragraph 7.1 of the Settlement Agreement, which is as  
8 follows:

- 9 a. the objector's full name, current address, telephone number, and email  
10 address (if any);
- 11 b. the Settlement Class Member's original signature;
- 12 c. information identifying the objector as a Settlement Class Member,  
13 including proof that the objector is within the Settlement Class (e.g., copy  
14 of Notice or copy of original notice of the Ransomware Attack);
- 15 d. a statement of all grounds for the objection, including any legal support for  
16 the objection that the objector believes applicable;
- 17 e. identification of all counsel representing the objector;
- 18 f. whether the objector and/or his or her counsel will appear at the Final  
19 Approval Hearing;
- 20 g. the signature of the objector's duly authorized attorney or other duly  
21 authorized representative, along with documentation setting forth such  
22 representation;
- 23 h. a list, including case name, court, and docket number, of all other cases in  
24 which the objector and/or the objector's counsel has filed an objection to  
25 any proposed class action settlement in the past three (3) years; and
- 26 i. copies of any documents that the objecting Settlement Class Member  
27 wishes to submit in support of his or her position

1 Any Settlement Class Member who fails to comply with the provisions in this Paragraph  
2 may waive and forfeit any and all rights he or she may have to object, and shall be bound by all  
3 the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments  
4 in this matter, including, but not limited to, the release in the Settlement Agreement if Final Order  
5 and Judgment is entered.

6 Any Settlement Class Member, including a Settlement Class Member who files and serves  
7 a written objection, as described above, may appear at the Final Approval Hearing, either in person  
8 or through counsel hired at the Settlement Class Member's expense, to object to or comment on  
9 the fairness, reasonableness, or adequacy of the Settlement, the Incentive Award Request, or the  
10 Fee Request. If an objecting Settlement Class Member intends to appear at the Final Approval  
11 Hearing, either with or without counsel, he or she must also file a notice of appearance with the  
12 Court (as well as serve on Settlement Class Counsel and Defendant's Counsel) by the Objection  
13 Date. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing  
14 through counsel, he or she must also identify the attorney(s) representing the objecting Settlement  
15 Class Member who will appear at the Final Approval Hearing and include the attorney(s) name,  
16 address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as  
17 associated state bar numbers, and a list identifying all objections such counsel has filed to class  
18 action settlements in the past three (3) years, the results of each objection, any court opinions ruling  
19 on the objections, and any sanctions issued by a court in connection with objections filed by such  
20 attorney. If the objecting Settlement Class Member intends to request the Court for permission to  
21 call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide  
22 a list of any such witnesses together with a brief summary of each witness's expected testimony at  
23 least sixty (60) Days before the Final Approval Hearing.

24 If Final Order and Judgment is entered, any Settlement Class Member who fails to object  
25 in the manner prescribed herein shall be deemed to have waived his or her objections and shall be  
26 forever barred from making any such objections in this action or in any other proceeding or from  
27

1 challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement  
2 Agreement, the Ince Award Request, or the Fee Request.

3 **12. Claims Process and Distribution and Allocation Plan.** Settlement Class  
4 Representatives and Defendant have created a process for assessing and determining the validity  
5 and value of claims and a payment methodology to Settlement Class Members who submit a  
6 timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described  
7 in Sections 2 and 3 of the Settlement Agreement and directs that the Settlement Administrator  
8 effectuate the distribution of Settlement consideration according to the terms of the Settlement  
9 Agreement, should the Settlement be finally approved.

10 Settlement Class Members who qualify for and wish to submit a Claim Form shall do so  
11 in accordance with the requirements and procedures specified in the Notice and the Claim Form.  
12 If Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit  
13 under the Settlement but fail to submit a claim in accordance with the requirements and procedures  
14 specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit,  
15 but will in all other respects be subject to and bound by the provisions in the Settlement Agreement,  
16 the Release included in that Settlement Agreement, and the Final Order and Judgment.

17 **13. Termination of Settlement.** This Order shall become null and void and shall be  
18 without prejudice to the rights of the Parties, all of whom shall be restored to their respective  
19 positions existing as of the date of the execution of the Settlement Agreement if the Settlement is  
20 not finally approved by the Court or is terminated in accordance with the Settlement Agreement.  
21 In such event, the Settlement and Settlement Agreement shall become null and void and be of no  
22 further force and effect, and neither the Settlement Agreement nor the Court's orders, including  
23 this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

24 **14. Use of Order.** This Order shall be of no force or effect if Final Order and Judgment  
25 is not entered or there is no Effective Date and shall not be construed or used as an admission,  
26 concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or  
27 the certifiability of any class. Nor shall this Order be construed or used as an admission,

1 concession, or declaration by or against the Settlement Class Representatives or any other  
2 Settlement Class Member that his or her claim lacks merit or that the relief requested is  
3 inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she,  
4 or it may have in this litigation or in any other lawsuit.

5 **15. Stay of Proceedings.** Except as necessary to effectuate this Order, all proceedings  
6 and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and  
7 issuance of the Final Order and Judgment, or until further order of this Court.

8 **16. Continuance of Hearing.** The Court reserves the right to adjourn or continue the  
9 Final Approval Hearing and related deadlines without further written notice to the Settlement  
10 Class. If the Court alters any of those dates or times, the revised dates and times shall be posted  
11 on the website maintained by the Settlement Administrator.

12 **17. Summary of Deadlines.** The preliminarily approved Settlement shall be  
13 administered according to its terms pending the Final Approval Hearing. Deadlines arising under  
14 the Settlement Agreement and this Order include but are not limited to:

15 **Notice Completion Deadline:** 30 Days after Preliminary Approval

16 **Motion for Final Approval:** 30 Days before Final Approval Hearing

17 **Motion for Incentive Award, Attorneys' Fees and Costs:** 14 Days before the deadline  
18 for Class Members to Opt-Out or Object

19 **Opt-Out Deadline:** 60 Days after Preliminary Approval

20 **Objection Deadline:** 60 Days after Preliminary Approval

21 **Replies in Support of Final Approval, Incentive Award and Fee Requests:** 14 Days  
22 before Final Approval Hearing

23 **Claim Deadline:** 150 Days after Notice Deadline

24 **Final Approval Hearing:** 90 Days after Preliminary Approval

25  
26 IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2022.  
27

Presented by:

**EMERY REDDY, PLLC**

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*Attorneys for Defendant  
Pacific Market Research, LLC*

# EXHIBIT E

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

Case No. 21-2-08738-4 KNT

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

Plaintiffs,

v.

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

Defendants.

**[PROPOSED] FINAL ORDER AND  
JUDGMENT GRANTING FINAL  
APPROVAL OF THE CLASS ACTION  
SETTLEMENT**

Before the Court is Plaintiffs’ unopposed motion requesting that the Court enter an Order granting final approval of the class action Settlement involving Plaintiffs Gary Steve Clopp, Shlon Smithson, and LeeAnn Crawford (“Plaintiffs” or “Settlement Class Representatives”) and Defendant Pacific Market Research, LLC (“Defendant”) as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement and the motion for final approval of the settlement, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

**THE COURT** not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a

1 proposed class action settlement; and

2           **THE COURT** makes the findings and conclusions hereinafter set forth for the limited  
3 purpose of determining whether the Settlement should be approved as being fair, reasonable,  
4 adequate and in the best interests of the Settlement Class;

5           **IT IS ON THIS** \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

6           **ORDERED** that:

7  
8           1.       The Settlement involves allegations in Plaintiffs' Class Action Complaint that  
9 Defendant failed to safeguard and protect sensitive, confidential information of individuals in the  
10 state of Washington and that this alleged failure caused injuries to Plaintiffs and the Class.

11           2.       The Settlement does not constitute an admission of liability by Defendant, and the  
12 Court expressly does not make any finding of liability or wrongdoing by Defendant.

13           3.       Unless otherwise noted, words spelled in this Order with initial capital letters have  
14 the same meaning as set forth in the Settlement Agreement.

15           4.       On \_\_\_\_\_ the Court entered an Order which among other things: (a)  
16 approved the Notice to the Settlement Class, including approval of the form and manner of notice  
17 under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a class  
18 in this matter, including defining the class, appointed Plaintiffs as the Settlement Class  
19 Representatives, and appointed Settlement Class Counsel; (c) preliminarily approved the  
20 Settlement; (d); set deadlines for opt-outs and objections; (e) approved and appointed the Claims  
21 Administrator; and (f) set the date for the Final Approval Hearing.

22           5.       In the Order Granting the Motion for Preliminary Approval of Class Settlement  
23 Agreement, pursuant to Washington Civil Rule 23(b)(3) and 23(e), for settlement purposes only,  
24 the Court certified the Settlement Class, defined as follows:  
25  
26  
27

1 All individuals residing in the United States whose personal information may have  
2 been accessed by a third party in the ransomware attack on Pacific Market Research  
disclosed by the Washington State Department of Labor & Industries in July 2021.

3 Excluded from the Settlement Class are (i) Pacific Market Research; (ii) any agent, affiliate, parent,  
4 or subsidiary of Pacific Market Research; (iii) any entity in which Pacific Market Research has a  
5 controlling interest; (iv) and officer or director of Pacific Market Research; (v) any successor or  
6 assign of Pacific Market Research; (vi) any Judge to whom this case is assigned as well as his or  
7 her staff and immediate family; (vii) all Settlement Class Members who timely and validly request  
8 exclusion from the Settlement Class; (viii) the Judge assigned to evaluate the fairness of this  
9 settlement; and (ix) any other Person found by a court of competent jurisdiction to be guilty under  
10 criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the  
11 Ransomware Attack or who pleads nolo contendere to any such charge. The Court, having reviewed  
12 the terms of the Settlement Agreement submitted by the parties pursuant to Washington Civil Rule  
13 23(e), grants final approval of the Settlement Agreement and defines the Settlement Class as  
14 defined therein and in the Preliminary Approval Order, and finds that the settlement is fair,  
15 reasonable, and adequate and meets the requirements of Washington Civil Rule 23.  
16  
17

18 6. The Settlement Agreement provides, in part, and subject to a more detailed  
19 description of the settlement terms in the Settlement Agreement, for:

- 20 a. A process for Settlement Class Members to submit claims for compensation that  
21 will be evaluated by a Claims Administrator mutually agreed upon by Settlement  
22 Class Counsel and Defendant. The total, aggregate amount of compensation to be  
paid by Pacific Market Research is capped at \$250,000.
- 23 b. Defendant to pay to extend the time period for Settlement Class Members to redeem  
24 existing and unredeemed credit monitoring codes until the claim deadline stated  
below.
- 25 c. Defendant to pay all Notice and Claims Administration costs.
- 26 d. Defendant to pay a Court-approved amount for attorneys' fees, costs, and expenses  
27 of Settlement Class Counsel not to exceed \$150,000, in addition to any benefits

1 provided to the Settlement Class Members and the cost of settlement  
2 administration.

3 e. Defendant to pay an Incentive Award not to exceed \$1,000 to the named Plaintiffs.

4 7. The terms of the Settlement Agreement are fair, reasonable, and adequate and are  
5 hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys,  
6 and the Claims Administrator are hereby directed to consummate the Settlement in accordance  
7 with this Order and the terms of the Settlement Agreement.

8 8. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees,  
9 costs, and expenses, and the proposed Incentive Award payment to Plaintiffs have been provided  
10 to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of  
11 the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

12 9. The Court finds that such Notice as therein ordered, constitutes the best possible  
13 notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all  
14 Settlement Class Members in compliance with the requirements of Washington Civil Rule  
15 23(c)(2).  
16

17 10. As of the final date of the Opt-Out Period, \_\_\_\_ potential Settlement Class  
18 Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names  
19 of those persons are set forth in Exhibit A to this Order. Those persons are not bound by this Final  
20 Order and Judgment, as set forth in the Settlement Agreement.  
21

22 11. The Court has considered all the documents filed in support of the Settlement, and  
23 has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the  
24 Final Approval Hearing, all other papers and documents comprising the record herein, and all oral  
25 arguments presented to the Court.  
26

27 12. Pursuant to the Settlement Agreement, Defendant, the Claims Administrator, and

1 the Claims Referee shall implement the Settlement in the manner and time frame as set forth  
2 therein.

3 13. Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members  
4 release claims against Defendant and all Released Persons, as defined in the Settlement  
5 Agreement, as follows:  
6

7 any and all claims and causes of action including, without limitation, any causes of action  
8 under or relying on the Washington State Uniform Healthcare Information Act; the  
9 Washington State Consumer Protection Act; Washington State Constitution's right to  
10 privacy; negligence; breach of contract; breach of implied contract; breach of fiduciary  
11 duty; breach of confidence; invasion of privacy/intrusion upon seclusion;  
12 misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment;  
13 bailment; wantonness; failure to provide adequate notice pursuant to any breach  
14 notification statute or common law duty; and including, but not limited to, any and all  
15 claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief,  
16 attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the  
17 creation of a fund for future damages, statutory damages, punitive damages, special  
damages, exemplary damages, restitution, the appointment of a receiver, and any other  
form of relief that either has been asserted, or could have been asserted, by any Settlement  
Class Member against any of the Released Persons based on, relating to, concerning or  
arising out of the Ransomware Attack and alleged theft of personally identifiable  
information, protected health information, or other personal information or the allegations,  
facts, or circumstances described in the Litigation. Released Claims shall not include the  
right of any Settlement Class Member or any of the Released Persons to enforce the terms  
of the settlement contained in this Settlement Agreement, and shall not include the claims  
of Settlement Class Members who have timely excluded themselves from the Settlement  
Class.

18 Released Claims shall not include the right of any Settlement Class Member or any of the Released  
19 Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall  
20 not include the claims of those persons identified in Exhibit A to this Order who have timely and  
21 validly requested exclusion from the Settlement Class.

22 14. On the Effective Date and in consideration of the promises and covenants set forth  
23 in this Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their  
24 respective spouses and children with claims on behalf of the Settlement Class Member, executors,  
25 representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-  
26 borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all  
27



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