

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

***In re Teamsters Local Union Nos. 117 and. 174
Data Breach Litigation***

Lead Case No. 25-2-21664-1 KNT.

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs Shawn Pease, James Frey, Manuel Sanchez, Russell Carver, Steve Gaworski, Kenneth Moore and Keith Savory, on behalf of themselves and the Settlement Class, and Defendants, Teamsters Local Union No. 117 and Teamsters Local Union No. 174, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

RECITALS

WHEREAS, Defendants are labor unions based in Tukwila, Washington.

WHEREAS, on June 16, 2025, Defendants became aware of a cybersecurity incident wherein a third party unlawfully breached and gained access to union files containing the Private Information belonging to at least 116,026 individuals. Potentially impacted information included names, dates of birth, and Social Security numbers of Plaintiffs and others.

WHEREAS, on or about July 15, 2025, Defendants began sending letters notifying the individuals whose Private Information may have been impacted in the Data Breach.

¹ All capitalized terms herein shall have the same meanings as those defined in Section I below.

WHEREAS, on July 25, 2025, Shawn Pease filed a complaint, caption *Shawn Pease v. Teamsters Local Union No. 117*, case number 25-2-21664-1 KNT, against Teamsters Local Union No. 117 in the Superior Court for the State of Washington in and for King County, relating to the Data Breach;

WHEREAS, six other cases related to the Data Breach with similar claims and overlapping classes were filed in the same court against Teamsters Local Union No. 117 and Teamsters Local Union No. 174 captioned as follows:

1. *James Frey v. Teamsters Local Union No. 117 and Teamsters Local Union No. 174*, case number 25-2-21644-6 KNT, filed on July 25, 2025;
2. *Manuel Sanchez v. Teamsters Local Union No. 117*, case number 25-2-21752-3 SEA, filed on July 25, 2025;
3. *Russell Carver v. Teamsters Local Union No. 174*, case number 25-2-21766-3 KNT, filed on July 25, 2025
4. *Steve Gaworksi v. Teamsters Local Union No. 117*, case number 25-2-21876-7 KNT, filed on July 28, 2025;
5. *Kenneth Moore v. Teamsters Local Union No. 174*, case number 25-2-22129-6 KNT, filed on July 30, 2025;
6. *Keith Savory v. Teamsters Local Union No. 174*, case number 25-2-22308-6 KNT, filed on August 1, 2025;

WHEREAS, on September 12, 2025, Plaintiffs filed a Motion to Consolidate the related actions, and on September 15, 2025, the Court granted the Motion to Consolidate the related actions;

WHEREAS, on October 14, 2025, Plaintiffs filed their Consolidated Class Action Petition under the caption *In re Teamsters Local Union Nos. 117 and 174 Data Breach Litigation*, case number 25-2-21664-1 KNT, filed on October 14, 2025;

WHEREAS, in an effort to conserve resources for the benefit of the those impacted in the Data Breach, the Parties began discussing settlement and agreed to participate in a mediation;

WHEREAS, in connection with their settlement discussions and prior to mediation, the Parties exchanged informal discovery including information related to, among other things, the

nature and cause of the incident, the number and geographic location of victims impacted by the Data Breach, and the specific type of information potentially accessed;

WHEREAS, on January 26, 2026, the Parties engaged in a full day mediation with Judge Ronald B. Leighton (Ret.) of Washington Arbitration & Mediation, which, while productive, did not result in agreement on all material terms of a settlement;

WHEREAS, the Parties continued engaging in settlement discussions following the mediation and ultimately reached an agreement after arms-lengths negotiations over several weeks;

WHEREAS, the Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendants do not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend

this Agreement to bind Plaintiffs, Defendants, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

I. Definitions

1. **“Action”** means the class action lawsuit entitled: *In re Teamsters Local Union Nos. 117 and. 174 Data Breach Litigation*; Case No. 25-2-21664-1 KNT and pending in the Superior Court for the State of Washington in and for King County.

2. **“Agreement”** or **“Settlement”** or **“Settlement Agreement”** means this agreement, and all exhibits attached hereto, between the Plaintiffs and Defendants.

3. **“Application for Attorneys’ Fees, Costs, and Service Awards”** means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Awards for the Class Representatives.

4. **“Cash Payment”** means the cash compensation paid to Settlement Class Members who submit a Claim for any of the following: Cash Payment A – Ordinary Documented Losses, Cash Payment B – Extraordinary Documented Losses, or Cash Payment C – Alternative Cash Payment under Section III herein.

5. **“Cash Payment A – Ordinary Documented Losses”** means the cash compensation that Settlement Class Members with ordinary documented losses may elect under the Settlement. Settlement Class Members may elect Cash Payment A, and may additionally elect Cash Payment B. Settlement Class Members who submit a claim for Cash Payment A cannot receive Cash Payment C.

6. **“Cash Payment B – Extraordinary Documented Losses”** means the cash compensation that Settlement Class Members with extraordinary documented losses may elect under the Settlement. Settlement Class Members who submit a claim for Cash Payment B cannot receive Cash Payment C.

7. **“Cash Payment C – Alternative Cash Payment”** means the cash compensation that Settlement Class Members may elect under the Settlement as an alternative to Cash Payment A and Cash Payment B.

8. **“Claim”** means the submission of a Claim Form by a Claimant.

9. **“Claimant”** means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

10. **“Claim Form”** means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

11. **“Claim Form Deadline”** shall be 15 days following the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

12. **“Claim Process”** means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine which are Valid Claims.

13. **“Class Counsel”** means: Leanna Loginov of Shamis & Gentile P.A., Scott Edward Cole of Cole & Van Note, Raina C. Borrelli of Strauss Borrelli PLLC, John J. Nelson of Milberg, PLLC, Gabrielle Williams of Siri & Glimstad LLP, and Leigh S. Montgomery of EKSM LLP.

14. **“Class List”** means the list of Settlement Class Members provided to the Settlement

Administrator by the Defendants for the purpose of effectuating Notice. Defendants shall prepare and provide the Class List to the Settlement Administrator using information in Defendants' records. To the extent maintained by the Defendants, the Class List shall include the Settlement Class Members' full names, current addresses, and last known telephone numbers.

15. **"Class Representatives"** means those Plaintiffs the Court approves as representatives of the Settlement Class.

16. **"Complaint"** means the Consolidated Class Action Complaint filed by Plaintiffs in this Action on October 14, 2025.

17. **"Court"** means the Superior Court for the State of Washington in and for King County, and the Judge(s) assigned to the Action.

18. **"Credit Monitoring"** means the three-years membership of one-bureau credit monitoring that Settlement Class Members may elect to claim under the Settlement.

19. **"Data Breach"** means the unauthorized access to or acquisition of Plaintiffs' and the Settlement Class's Private Information that Defendants discovered on June 16, 2025.

20. **"Defendants"** means Teamsters Local Union No. 117 and Teamsters Local Union No. 174, the defendants in the Action.

21. **"Defendants' Counsel"** means Nicholas Larson of Murphy, Pearson, Bradley & Feeney, P.C., and James F. Monagle, pending *pro hac vice* admittance, of Mullen Coughlin, LLC.

22. **"Effective Date"** means the day after the Final Approval Order is entered if there are no objections to the Settlement, or if there are objections, the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

23. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

24. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

25. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval.

26. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2*** that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

27. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

28. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

29. “**Notice**” means the Postcard Notice, and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

30. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

31. **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

32. **“Objection Deadline”** means 30 days before the initial scheduled Final Approval Hearing.

33. **“Opt-Out Deadline”** means 30 days before the initial scheduled Final Approval Hearing.

34. **“Party”** means either Plaintiffs or Defendants, and **“Parties”** means Plaintiffs and Defendants collectively.

35. **“Plaintiffs”** means Shawn Pease, James Frey, Manuel Sanchez, Russell Carver, Steve Gaworski, Kenneth Moore and Keith Savory.

36. **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

37. **“Preliminary Approval”** means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

38. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 4***.

39. **“Private Information”** means names, dates of birth, and Social Security numbers.

40. **“Releases”** means the releases and waiver set forth in Section X of this Agreement.

41. **“Released Claims”** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or

unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Breach.

42. **“Released Parties”** means Defendants and each entity which is controlled by, controlling or under common control with Defendants and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, Members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

43. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

44. **“Service Awards”** means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by Defendants separate from the Settlement Class Member Benefits.

45. **“Settlement Administrator”** means Analytics Consulting, LLC, the third-party notice and claims administrator jointly selected by the Parties.

46. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendants shall be solely responsible for payment.

47. **“Settlement Class”** means all individuals who had Private Information impacted

as a result of the Data Breach, including all who were sent a notice of the Data Breach and do not timely exclude themselves from the Settlement pursuant to the procedures set forth herein.

48. **“Settlement Class Member”** means any member of the Settlement Class who has not opted-out of the Settlement.

49. **“Settlement Class Member Benefits”** means the Cash Payments and Credit Monitoring that Settlement Class Members may elect in the Settlement.

50. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

51. **“Valid Claim”** means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of

Deficiency may result in a determination that the Claim is not a Valid Claim.

II. Certification of the Settlement Class

52. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendants agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendants shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

III. Settlement Consideration

53. The Defendants have agreed to provide the following benefits to Settlement Class Members who timely submit Valid Claims: (a) up to \$500.00 per Settlement Class Member under Cash Payment A – Ordinary Documented Losses, and (b) up to \$5,000.00 per Settlement Class Member under Cash Payment B – Extraordinary Documented Losses; or (c) a flat cash payment estimated to be \$55.00 per Settlement Class Member under Cash Payment C – Alternative Cash Payment. Defendants have also agreed to pay for Settlement Administration Costs, Service Awards of \$2,000.00 to each Class Representative, and \$375,000.00 for Plaintiffs' Attorneys' Fees and Costs.

54. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive Cash Payments payable from the Defendants. When submitting a Valid Claim, Settlement Class Members may elect Cash Payment A– Ordinary Documented Losses, and may additionally elect Cash Payment B – Extraordinary Documented Losses. Settlement Class

Members may elect to receive Cash Payment C – Alternative Cash Payment, as an alternative to receiving Cash Payment A or Cash Payment B. Settlement Class Members who submit a claim for Cash Payment A or Cash Payment B, cannot receive Cash Payment C. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

a. **Cash Payment A – Ordinary Documented Losses**

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$500.00 per Settlement Class Member upon presentment of ordinary documented losses for fraud and identity theft related to the Data Breach. Ordinary documented losses may include, without limitation, the following: (a) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Private Information; (b) unreimbursed costs incurred on or after June 16, 2025, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (c) other unreimbursed miscellaneous expenses incurred related to any ordinary documented loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (d) other mitigative costs fairly traceable to the Data Breach that were incurred on or after June 16, 2025 through date of the Settlement Class Member's claim submission. To receive an ordinary documented loss payment, a Settlement Class Member must elect Claim A on the Claim Form attesting under penalty of perjury to incurring ordinary documented losses. Settlement Class Members will be required to submit proper documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as

expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendants or otherwise. If a Settlement Class Member does not submit proper documentation supporting an ordinary documented loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she only elected Cash Payment C.

b. Cash Payment B – Extraordinary Documented Losses

In addition to Cash Payment A above, a Settlement Class Member may also elect Cash Payment B – Extraordinary Documented Losses, which provides up to \$5,000.00 upon presentment of extraordinary documented losses related to the Data Incident if: (1) the loss is an actual, documented and unreimbursed monetary loss arising out or relating to the Data Breach; (2) the loss is fairly traceable to the Data Breach; (3) the loss occurred between June 16, 2025 and the Claims Deadline; (4) the loss is not already covered by one or more of the reimbursement categories listed above; and (5) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

c. Cash Payment C – Alternative Cash Payment

As an alternative to Cash Payment A and Cash Payment B, a Settlement Class Member may elect to receive Cash Payment C, which is an alternative cash payment in the amount of

\$55.00. Settlement Class Members who submit a claim for Cash Payment C cannot receive Cash Payment B.

d. **Credit Monitoring**

In addition to Cash Payment A, Cash Payment B, and Cash Payment C described above, all Settlement Class Members shall be offered the opportunity to enroll in a three-year membership of one bureau monitoring on a claims-made basis by submitting a claim through the Settlement Administrator.

55. **Business Practice Commitments**

As a result of the Data Breach and this Action, Defendants have agreed to provide a confidential declaration on changes and improvements made to their computer systems and internal security protocols to ensure the safeguarding of the Private Information belonging to the Settlement Class, if requested by the Court. If the Court requests, Defendants shall provide an estimate of the costs of these security enhancements.

IV. Settlement Approval

56. Within 10 day of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Raina C. Borrelli, John J. Nelson, Gabrielle Williams, Leigh S. Montgomery, Leanna Loginov, and Scott Edward Cole as Class Counsel; (7) appoint the Plaintiffs as the Class

Representatives; (8) appoint Analytics Consulting, LLC as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendants' Counsel.

V. Settlement Administrator

57. The Parties agree that, subject to Court approval, Analytics Consulting, LLC shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the state of Washington.

58. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

59. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using

the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- e. Responding to any mailed Settlement Class Member inquiries;
- f. Processing all opt-out requests from the Settlement Class;
- g. Providing weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each

Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

- i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;
- j. Collecting from Defendants and/or their insurer(s) the cash necessary to pay Valid Claims for Cash Payments;
- k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims; and
- l. Any other Settlement administration function at the instruction of Class Counsel and Defendants, including, but not limited to, verifying that the Cash Payments have been properly distributed.

VI. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

60. Defendants will make available to the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent necessary, Defendants will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

61. Within 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

62. All Class Members shall be sent a Postcard Notice substantially in the form attached hereto as *Exhibit 1*.

63. Once the Postcard Notices are sent, the Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

64. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

65. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendants' Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

66. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement

Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

67. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

68. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed

in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

69. For an objection to be considered by the Court, the objection must also set forth:
 - a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
 - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel

and/or counsel's law firm have objected to a class action settlement within the preceding five years;

- f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

VII. Claim Form Process and Disbursement of Cash Payments

70. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to Settlement Class Member Benefits and how to submit a Claim Form.

71. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

72. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

73. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

74. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

75. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the

contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants and Class Counsel otherwise agree.

76. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

77. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendants' Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

78. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendants' Counsel. Additionally, Class Counsel and Defendants' Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

79. No person or entity shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

80. The Settlement Administrator must submit an invoice to Defendants for payment of all Valid Claims within five days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendants shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 30 days of the invoice.

81. No later than 60 days after the Claim Form Deadline, the Settlement Administrator shall distribute the Cash Payments.

82. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendants' Counsel. Absent specific instructions from Class Counsel and Defendants' Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendants, and the Settlement Class Member shall forfeit their right to the funds.

VIII. Final Approval Order and Final Judgment

83. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the

initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

84. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendants and the other Released Parties from the Released Claims;
and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

IX. Service Awards, Attorneys' Fees, and Costs

85. *Service Awards.* Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$2,000.00 each, subject to Court approval. The Service Awards are to be paid inclusive of any other sums agreed to under this Settlement. Defendants shall pay or cause to be paid the Court-approved Service Awards by wire transfer to an account designated by Class Counsel within five days of the Effective Date.

86. *Attorneys' Fees and Costs.* Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to \$375,000.00, which are to be paid inclusive of any other sums agreed to under this Settlement Agreement. Defendants shall pay or cause to be paid the Court-approved attorneys' fees and cost award by wire transfer to an account designated by Class Counsel within five days of the Effective Date.

87. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

X. Releases

88. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Breach that the Releasing Parties may have or had, such as under Washington's Consumer Protection Act

RCW 19.86.010 and/or Washington's Data Breach Notification Disclosure Law RCW 19.255.005.

89. The Releasing Parties also expressly waive all rights under California Civil Code section 1542, which provides:

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

90. The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

91. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

92. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court

order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XI. Termination of Settlement

93. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

94. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

95. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XII. Effect of Termination

96. The grounds upon which this Agreement may be terminated are set forth in Section XI. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendants', Defendants' Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

97. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIII. No Admission of Liability

98. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendants have denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendants specifically deny that a class could or should be certified in the Action for litigation purposes. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

99. Class Counsel believe the claims asserted in the Action have merit, and they have

examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

100. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

101. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

102. In addition to any other defenses Defendants or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XIV. Miscellaneous Provisions

103. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendants' Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendants may also provide information about the Settlement Agreement to its attorneys, Members, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

104. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

105. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

106. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do

all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

107. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

108. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

109. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

110. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Washington, without regard to the principles thereof regarding choice of law.

111. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

112. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be

resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

113. **Notices.** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Raina C. Borrelli
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago IL, 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
raina@straussborrelli.com

Leanna Loginov
SHAMIS & GENTILE P.A.
14 NE 1st Avenue, Suite 705
Miami, Florida 33132
Tel: (305) 479-2299
lloginov@shamisgentile.com

Scott Edward Cole (CA S.B. #160744)
COLE & VAN NOTE
555 12th Street, Suite 2100
Oakland, California 94607
Telephone:(510) 891-9800
Facsimile:(510) 891-7030
Email: sec@colevannote.com

John J. Nelson
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC
402 W Broadway, Suite 1760
San Diego, CA 92101
Tel.: (858) 209-6941
jnelson@milberg.com

Gabrielle M. Williams
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, New York 10151
Tel: (212) 532-1091
E: gwilliams@sirillp.com

Leigh S. Montgomery
EKSM, LLP
4200 Montrose Blvd., Ste. 200
Houston, TX 77006
Telephone: (713) 554-2377
Email: lmontgomery@eksm.com

If to Defendants or Defendants' Counsel:

MURPHY PEARSON BRADLEY & FEENEY
Nicholas Larson
520 Pike St., Suite 1205
Seattle, WA 98101
Telephone: (206) 219-2008
Email: nlarson@mpbf.com

MULLEN COUGHLIN, LLC
James F. Monagle pending (*pro hac vice* admittance)
500 Capitol Mall, Suite 2350
Sacramento, CA 95814
Telephone: (267) 930-1529
Email: jmonagle@mullen.law

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

114. ***Modification and Amendment.*** This Agreement may not be amended or modified,

except by a written instrument signed by Class Counsel and Defendants' Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

115. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

116. ***Authority.*** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendants' Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendants respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

117. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

118. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and

settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

119. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

Leanna Loginov

LEANNA LOGINOV
SHAMIS & GENTILE, P.A.

Raina Borrelli

RAINA BORRELLI
STRAUSS BORRELLI PLLC

SCOTT COLE
COLE & VAN NOTE

settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

119. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

LEANNA LOGINOV
SHAMIS & GENTILE, P.A.

RAINA BORRELLI
STRAUSS BORRELLI PLLC



SCOTT COLE
COLE & VAN NOTE

John Nelson

JOHN NELSON
MILBERG, PLLC

Gabrielle Williams

GABRIELLE WILLIAMS
SIRI & GLIMSTAD LLP

[Signature]

LEIGH S. MONTGOMERY
EKSM, LLP

DEFENDANT, TEAMSTERS LOCAL UNION NO. 117

By: _____
Its _____

DEFENDANT, TEAMSTERS LOCAL UNION NO. 174

By: _____
Its _____

COUNSEL FOR DEFENDANT

NL

NICHOLAS LARSON
MURPHY PEARSON BRADLEY & FEENEY

[Signature]

JAMES F. MONAGLE
MULLEN COUGHLIN, LLC

GABRIELLE WILLIAMS
SIRI & GLIMSTAD LLP

LEIGH S. MONTGOMERY
EKSM, LLP

DEFENDANT, TEAMSTERS LOCAL UNION NO. 117



By: Paul Dascher
Its Secretary - Treasurer

DEFENDANT, TEAMSTERS LOCAL UNION NO. 174



By: MICHAEL GONZALES
Its STAFF DIRECTOR

COUNSEL FOR DEFENDANT



NICHOLAS LARSON
MURPHY PEARSON BRADLEY & FEENEY

JAMES F. MONAGLE
MULLEN COUGHLIN, LLC

— EXHIBIT 1 —

Teamsters Data Breach Litigation
c/o Analytics Consulting LLC
P.O. Box 2005
Chanhassen MN 55317-2005

*In re Teamsters Local Union Nos. 117 and 174
Data Breach Litigation;*
Case No. 25-2-21664-1 KNT

**IF YOUR PERSONAL INFORMATION MAY HAVE
BEEN IMPACTED IN A DATA BREACH
SUFFERED BY TEAMSTERS LOCAL UNION NOS.
117 AND 174. A PROPOSED CLASS ACTION
SETTLEMENT MAY AFFECT YOUR RIGHTS.**

For more information about the proposed class action
settlement, including how to submit a claim, exclude
yourself, or submit an objection, please visit
TLU117and174DataSettlement.com or call toll-free
833-679-9587.

A court has authorized this Notice.

*This is not a solicitation from a lawyer.
You are not being sued.*

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Claim Number: XXX- «PIN » - «MailRec»
«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

Why am I receiving this notice? A Settlement has been reached in the class action lawsuit against Teamsters Local Union Nos. 117 and 174 (the “Defendant” or “Teamsters”). The lawsuit alleges that on June 16, 2025, Teamsters discovered a cybersecurity incident wherein a third party unlawfully breached and gained access to union files containing the Private Information belonging to at least 116,026 individuals. The settlement is not an admission of wrongdoing or an indication that Teamsters has violated any laws, but rather the resolution of disputed claims.

Are you included? Yes, you have been identified as an individual who has Private Information impacted as a result of the Data Breach, including all who were sent a notice of the Data Breach by Teamsters. Therefore, you are included in this settlement as a “Settlement Class Member.”

What are the Settlement benefits? All Settlement Class Members can receive the following Monetary Relief from the Settlement: (a) Cash payment A - reimbursement for documented ordinary losses of up to \$500, and (b) Cash payment B - reimbursement for documented extraordinary losses of up to \$5,000, or (c) Cash payment C - alternative cash payment of \$55. In addition to, and regardless of whether submitting a claim for any form of Monetary Relief, Settlement Class Members may enroll in a three (3) years membership of one-bureau credit monitoring

How do I receive a benefit? The only way to file a claim is by filling out a Claim Form by:

- Visiting the settlement website at **TLU117and174DataSettlement.com** or
- Calling **833-679-9587** and requesting a Claim Form to mail.

All claims must be filed before **[claims deadline]**

What are my other options? If you do nothing, you will remain in the Settlement Class, you will not be eligible for benefits, you will be bound by the decisions of the Court, and give up your rights to sue Teamsters Local Union Nos 117 and 174 for the claims resolved by this settlement. If you do not want to be legally bound by the settlement, you must exclude yourself by **[exclusion deadline]**. If you stay in the Settlement Class, you may object to it by **[objection deadline]**. For a more detailed notice explaining how to exclude yourself, or object to the settlement, visit **TLU117and174DataSettlement.com**, or call **833-679-9587**.

When will the Court decide whether to approve the Settlement? On **[date]** at **[time]**, the Court will hold a Final Approval Hearing to determine whether to approve the settlement, Class Counsel’s request for Attorneys’ Fees and Costs of up to \$375,000, and a Service Award of \$2,000 for the Named Class Representatives. The Motion for Attorneys’ Fees and Costs will be posted on the settlement website after it is filed. You or your own lawyer may ask to appear and speak at the Final Approval Hearing at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY. VISIT
TLU117and174DataSettlement.com
OR SCAN THIS QR CODE FOR COMPLETE INFORMATION.**



— EXHIBIT 2 —

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If Teamsters Local Union Nos. 117 and 174 Notified You Of A Data Breach, You May Be Eligible For Benefits From A Class Action Settlement.

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

A court authorized this Notice.

This notice summarizes the proposed settlement reached in a lawsuit entitled *In re Teamsters Local Union Nos. 117 and 174 Data Breach Litigation*; Case No. 25-2-21664-1 KNT pending in the Superior Court for the State of Washington in and for King County (“Action”). For the precise terms and conditions of the settlement, please see the Settlement Agreement available at **TLU117and174DataSettlement.com** or by contacting the Claims Administrator at **833-679-9587**.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

This notice may affect your rights – please read it carefully.

- A Settlement has been reached in the class action lawsuit against Teamsters Local Union Nos. 117 and 174 (the “Defendant” or “Teamsters”). The lawsuit alleges that on June 16, 2025, Teamsters discovered a cybersecurity incident wherein a third party unlawfully breached and gained access to union files containing the Private Information belonging to at least 116,026 individuals. Teamsters maintain that it had meritorious defenses, and it was prepared to vigorously defend the Lawsuit. The settlement is not an admission of wrongdoing or an indication that Teamsters Local Union Nos. 117 and 174 have violated any laws, but rather the resolution of disputed claims.
- If you received this Notice, you have been identified as a part of the Settlement Class. More specifically, you have been identified as an individual who had Private Information impacted as a result of the Data Breach.
- All Settlement Class Members can receive the following Monetary Relief from the Settlement: (a) Cash payment A - reimbursement for documented ordinary losses of up to \$500, and (b) Cash payment B - reimbursement for documented extraordinary losses of up to \$5,000, or (c) Cash payment C - alternative cash payment of \$55.
- In addition to, and regardless of whether submitting a claim for any form of Monetary Relief, Settlement Class Members may enroll in a three (3) year membership of one-bureau credit monitoring.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim	You must submit a valid Claim to get monetary relief or credit monitoring from this Settlement. Claim Forms must be submitted online by [claims deadline] or, if mailed, postmarked no later than [claims deadline].
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get monetary relief or credit monitoring benefits.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this Lawsuit. You will not get any money or credit monitoring from the Settlement. Your request to exclude yourself must be postmarked no later than [exclusion deadline].
File an Objection	Stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than [objection deadline].

Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. See Question 18 for more details. The Final Approval Hearing is scheduled for [final approval date], at [time], and will be held [location/via zoom].
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WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you were identified as an individual who has Private Information impacted as a result of the Data Breach discovered by Teamsters, including all who were sent a notice of the Data Breach and do not timely

exclude themselves from the Settlement.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *In re Teamsters Local Union Nos. 117 and 174 Data Breach Litigation*; Case No. 25-2-21664-1 KNT pending in the Superior Court for the State of Washington in and for King County. The persons who sued is called the “Plaintiffs,” and the company being sued, Teamsters Local Unions Nos. 117 and 174, is known as the “Defendant” in this case. Plaintiffs filed the Lawsuit against Defendant, on behalf of themselves and anyone whose Personal Information was potentially impacted as a result of the Data Breach.

On June 16, 2025, Teamsters became aware of a cybersecurity incident wherein a third party unlawfully breached and gained access to union files containing the Private Information belonging to at least 116,026 individuals. Potentially impacted information included names, dates of birth, and Social Security numbers. Teamsters began sending letters notifying the individuals whose Private Information may have been impacted in the Data Breach on July 15, 2025. This Lawsuit was subsequently filed asserting claims against Defendant relating to this Data Breach. Defendant denies any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Plaintiffs, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [TLU117and174DataSettlement.com](https://www.TLU117and174DataSettlement.com).

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the Settlement?

You are included in the Settlement if you were identified as an individual who had Private Information impacted as a result of the Data Breach, including all who were sent a notice of the Data Breach. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [TLU117and174DataSettlement.com](https://www.TLU117and174DataSettlement.com), call toll-free at **833-679-9587**, or write to Teamsters Data Breach Litigation, c/o Analytics Consulting LLC, P.O. Box 2005, Chanhassen, MN 55317-2005.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Cash Payment A – Ordinary Documented Losses: All Settlement Class Members who submit a valid claim form are eligible for up to **\$500.00** per Settlement Class Member upon presentment of ordinary documented losses for fraud and identity theft related to the Data Breach. Ordinary documented losses may include, without limitation, the following: (a) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member’s Private Information; (b) unreimbursed costs incurred on or after June 16, 2025, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (c) other unreimbursed miscellaneous expenses incurred related to any ordinary documented loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (d) other mitigative costs fairly traceable to the Data Breach that were incurred on or after June 16, 2025 through date of the Settlement Class Member’s claim submission. To receive monetary relief for Ordinary losses, Settlement Class Members must submit a Valid Claim, including supporting documentation, to the Settlement

Administrator.

Cash Payment B – Extraordinary Documented Losses: In addition to Cash Payment A, all Settlement Class Members are eligible for up to **\$5,000.00** upon presentment of extraordinary documented losses related to the Data Incident if: (1) the loss is an actual, documented and unreimbursed monetary loss arising out of or relating to the Data Breach; (2) the loss is fairly traceable to the Data Breach; (3) the loss occurred between June 16, 2025 and the Claims Deadline; (4) the loss is not already covered by one or more of the reimbursement categories listed above; and (5) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. To receive monetary relief for Extraordinary losses, Settlement Class Members must submit a Valid Claim, including supporting documentation, to the Settlement Administrator.

Cash Payment C - Alternative Cash Payment: As an alternative to Cash Payment A and Cash Payment B, a Settlement Class Member may elect to receive Cash Payment C, which is an alternative cash payment in the amount of **\$55.00**. Settlement Class Members who submit a claim for Cash Payment C cannot receive Cash Payment A or Cash Payment B. To receive monetary relief in the form of an Alternative Cash Payment, Settlement Class Members must submit a Valid Claim form, but no documentation is required.

Credit Monitoring and Identity Theft Protection: In addition to, and regardless of whether submitting a claim for any form of Monetary Relief, Settlement Class Members may enroll in a three (3) years membership of one-bureau credit monitoring.

Remedial Relief: As a result of the Data Breach and this Action, Defendants have agreed to provide a confidential declaration on changes and improvements made to their computer systems and internal security protocols to ensure the safeguarding of the Private Information belonging to the Settlement Class, if requested by the Court.

7. How to submit a claim?

All claims will be reviewed by the Claims Administrator for completeness and plausibility. You must file a Claim Form to get money from the proposed Settlement. Claim Forms must be submitted online by **claims deadline** or postmarked no later than **claims deadline**. You can submit an online claim or download a Claim Form at **TLU117and174DataSettlement.com**, or you can call the Claims Administrator toll-free at **833-679-9587** to have a Claim Form mailed to you.

8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Teamsters Local Union Nos. 117 and 174, and each entity which is controlled by, controlling or under common control with Defendants and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, Members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees (collectively “Released Parties”) regarding the claims made in this case.

The Settlement Agreement, which includes all provisions and definitions about settled claims, releases, and Released Parties, is available at **TLU117and174DataSettlement.com**.

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Class Representative receive compensation?

Yes. The Class Representatives will receive a service award of up to \$2,000 to compensate them for their services and efforts in bringing the Lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion, stating your full name, address, telephone number, and email address (if any). Your request for exclusion must be personally signed by you and contain your original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under power of attorney to act on your behalf with respect to a claim or right, such as those in the Lawsuit). Your request must also clearly manifest your intent to be excluded from the Settlement Class.

Your written request for exclusion must be postmarked no later than **[exclusion deadline]** to:

Teamsters Data Breach Litigation
c/o Analytics Consulting LLC
P.O. Box 2005
Chanhassen, MN 55317-2005

Instructions on how to submit a request for exclusion are available at **TLU117and174DataSettlement.com** or from the Claims Administrator by calling **833-679-9587**.

If you exclude yourself, you will not be able to receive any monetary relief or credit monitoring from the Settlement, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any monetary relief or credit monitoring services from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Parties (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed STRAUSS BORRELLI PLLC, SHAMIS & GENTILE P.A., COLE & VAN NOTE, MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC, SIRI & GLIMSTAD LLP, AND EKSM, LLP (called “Settlement Class Counsel”) to represent the interests of all Settlement Class Members in this case. 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.

14. How will the lawyers be paid?

Settlement Class Counsel will apply to the Court for an award of combined attorneys’ fees, costs, and expenses in an amount not to exceed \$375,000. A copy of Class Counsel’s Motion for Attorneys’ Fees, Costs, Expenses, and Service Award for Class Representative will be posted on the Settlement Website, **TLU117and174DataSettlement.com**, before the Final Approval Hearing. The Court will make the final decisions as to the amounts to be paid to Settlement Class Counsel and may award less than the amount requested by Settlement Class Counsel.

OBJECTING TO THE SETTLEMENT

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

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an objection with the Court telling it why you do not think the Settlement should be approved.

For a written objection to be considered by the Court, the objection must also set forth:

- a) The objector’s full name, mailing address, telephone number, and email address (if any);

- b) All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
- e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- f) The identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h) A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i) The objector's signature (an attorney's signature is not sufficient).

Your Objection must be sent to the Settlement Administrator no later than **[objection deadline]**.

Teamsters Data Breach Litigation
c/o Analytics Consulting LLC
ATTN: Exclusions
P.O. Box 2005
Chanhassen, MN 55317-2005

16. What is the difference between objecting and asking to be excluded?

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

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **[final approval date], at [time] in/via [location/ Zoom]**. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check **TLU117and174DataSettlement.com** for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of attorneys' fees, costs, and expenses to Settlement Class Counsel and the request for a Service Award to the Class Representatives.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is

not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any monetary relief or credit monitoring from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendants and the Released Parties described in Question No. 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Settlement Class Counsel's Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representative, and more, please visit **TLU117and174DataSettlement.com** or call **833-679-9587**. You may also contact the Claims Administrator at:

Teamsters Data Breach Litigation
c/o Analytics Consulting LLC
P.O. Box 2005
Chanhassen, MN 55317-2005

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL.

— EXHIBIT 3 —

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2026

**CLAIM FORM FOR TEAMSTERS DATA BREACH
LITIGATION**

In re Teamsters Local Union Nos. 117 and 174 Data Breach Litigation;
Case No. 25-2-21664-1 KNT
Superior Court for the State of Washington, King County

**Teamsters
Data Breach
Litigation**

**USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS
TO MAKE A CLAIM FOR COMPENSATION FOR UNREIMBURSED LOSSES**

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, you were identified as an individual who has Private Information impacted as a result of the Data Breach discovered by Teamsters on June 16, 2025, including all who were sent a notice of the Data Breach.

Please refer to the Settlement Notice (Long Notice) posted on the Settlement Website **TLU117and174DataSettlement.com**, for more information on submitting a Claim and for information on the aggregate cap on Monetary Relief.

To receive any benefits, you must submit the Claim Form below by <<DATE>>.

Cash Payment A – Ordinary Documented Losses: All Settlement Class Members who submit a valid claim form are eligible for up to **\$500.00** per Settlement Class Member upon presentment of ordinary documented losses for fraud and identity theft related to the Data Breach. Ordinary documented losses may include, without limitation, the following: (a) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Private Information; (b) unreimbursed costs incurred on or after June 16, 2025, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (c) other unreimbursed miscellaneous expenses incurred related to any ordinary documented loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (d) other mitigative costs fairly traceable to the Data Breach that were incurred on or after June 16, 2025 through date of the Settlement Class Member's claim submission. To receive monetary relief for Ordinary losses, Settlement Class Members must submit a Valid Claim, including supporting documentation, to the Settlement Administrator.

Cash Payment B – Extraordinary Documented Losses: In addition to Cash Payment A, all Settlement Class Members are eligible for up to **\$5,000.00** upon presentment of extraordinary documented losses related to the Data Incident if: (1) the loss is an actual, documented and unreimbursed monetary loss arising out or relating to the Data Breach; (2) the loss is fairly traceable to the Data Breach; (3) the loss occurred between June 16, 2025 and the Claims Deadline; (4) the loss is not already covered by one or more of the reimbursement categories listed above; and (5) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. To receive monetary relief for Extraordinary losses, Settlement Class Members must submit a Valid Claim, including supporting documentation, to the Settlement Administrator.

Cash Payment C - Alternative Cash Payment: As an alternative to Cash Payment A and Cash Payment B, a Settlement Class Member may elect to receive Cash Payment C, which is an alternative cash payment in the amount of **\$55.00**. Settlement Class Members who submit a claim for Cash Payment C cannot receive Cash Payment A or Cash Payment B. To receive monetary relief in the form of an Alternative Cash Payment, Settlement Class Members must submit a Valid Claim form, but no documentation is required.

Questions? Go to TLU117and174DataSettlement.com or call 1-833-679-9587.

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2026

CLAIM FORM FOR TEAMSTERS DATA BREACH
LITIGATION

**Teamsters
Data Breach
Litigation**

In re Teamsters Local Union Nos. 117 and 174 Data Breach Litigation;
Case No. 25-2-21664-1 KNT
Superior Court for the State of Washington, King County

Credit Monitoring and Identity Theft Protection: In addition to, and regardless of whether submitting a claim for any form of Monetary Relief, Settlement Class Members may enroll in a three (3) year membership of one-bureau credit monitoring.

Please read the claim form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim.

This Claim Form may be submitted electronically via the Settlement Website at **TLU117and174DataSettlement.com** or completed and mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Teamsters Data Breach Litigation
c/o Analytics Consulting LLC
PO Box 2005
Chanhassen, MN 55317-2005

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

Questions? Go to TLU117and174DataSettlement.com or call 1-833-679-9587.

Your claim must be submitted online or postmarked by: **MONTH DD, 2026**

CLAIM FORM FOR TEAMSTERS DATA BREACH LITIGATION

In re Teamsters Local Union Nos. 117 and 174 Data Breach Litigation;
Case No. 25-2-21664-1 KNT
Superior Court for the State of Washington, King County

**Teamsters
Data Breach
Litigation**

II. PROOF OF CLASS MEMBERSHIP

Enter the Notice ID Number and Confirmation Code provided on your Postcard Notice:

Notice ID Number

Confirmation Code

III. CREDIT MONITORING AND IDENTITY THEFT PROTECTION

☐ Check this box if you wish to enroll in a three (3) year membership of one-bureau credit monitoring

You do not need to claim for Monetary Relief to be eligible for Credit Monitoring.

IV. DOCUMENTED ORDINARY AND/OR EXTRAORDINARY LOSS EXPENSE REIMBURSEMENT

Cash Payment A - All Settlement Class Members who submit a valid claim form are eligible for up to **\$500.00** per Settlement Class Member upon presentment of ordinary documented losses for fraud and identity theft related to the Data Breach. Documentation must be unreimbursed third-party documented out-of-pocket expenses that were incurred as a result of the Data Incident on or after June 16, 2025, and the [claims deadline]. Examples of eligible ordinary losses are detailed in the Settlement Notice (Long Form Notice) posted on the Settlement Website **TLU117and174DataSettlement.com**.

☐ Check this box if you are claiming **ORDINARY** loss expenses in the amount of \$_____.

Cash Payment B - In addition to Cash Payment A, all Settlement Class Members are eligible for up to **\$5,000.00** upon presentment of extraordinary documented losses related to the Data Incident if: (1) the loss is an actual, documented and unreimbursed monetary loss arising out or relating to the Data Breach; (2) the loss is fairly traceable to the Data Breach; (3) the loss occurred between June 16, 2025 and the [Claims Deadline]; (4) the loss is not already covered by one or more of the reimbursement categories listed above; and (5) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. To receive monetary relief for extraordinary losses, Settlement Class Members must submit a Valid Claim, including supporting documentation.

☐ Check this box if you are claiming **EXTRAORDINARY** loss expenses in the amount of \$_____.

Questions? Go to TLU117and174DataSettlement.com or call 1-833-679-9587.

Your claim must be submitted online or
postmarked by:
MONTH DD, 2026

CLAIM FORM FOR TEAMSTERS DATA BREACH LITIGATION

In re Teamsters Local Union Nos. 117 and 174 Data Breach Litigation;
Case No. 25-2-21664-1 KNT
Superior Court for the State of Washington, King County

**Teamsters
Data Breach
Litigation**

Description of the Loss	Date of Loss	Amount	Description of Supporting Documentation
Example: Identity Theft Protection Service	0 6 - 1 7 - 2 2 MM DD YY	\$ 5 0 • 0 0	Copy of identity theft protection service bill
Example: Fees paid to a professional to remedy a falsified tax return	0 2 - 3 0 - 2 3 MM DD YY	\$ 3 0 0 • 0 0	Copy of the professional services bill
Description of the Loss	Date of Loss	Amount	Description of Supporting Documentation
	- - MM DD YY	\$ •	
	- - MM DD YY	\$ •	
	- - MM DD YY	\$ •	
	- - MM DD YY	\$ •	
	- - MM DD YY	\$ •	
	- - MM DD YY	\$ •	
	- - MM DD YY	\$ •	

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2026

**CLAIM FORM FOR TEAMSTERS DATA BREACH
LITIGATION**

In re Teamsters Local Union Nos. 117 and 174 Data Breach Litigation;
Case No. 25-2-21664-1 KNT
Superior Court for the State of Washington, King County

**Teamsters
Data Breach
Litigation**

V. ALTERNATIVE CASH PAYMENT

☐ Check this box if you wish to receive the Alternative Cash Payment.

Cash Payment C – As an alternative to Cash Payment A and Cash Payment B, Settlement Class Members may elect to receive Cash Payment C, which is an alternative cash payment in the amount of **\$55.00**.

You are **not** entitled to this Alternative Cash Payment if you have made a claim under Section IV (Documented Ordinary and/or Extraordinary Loss Reimbursement).

VI. PAYMENT SELECTION

By mailing this form to the Settlement Administrator, you will receive payment for your losses under this Settlement in the form of a physical check. If you wish to receive an electronic payment, you must submit your Claim Form online at **TLU117and174DataSettlement.com**.

VII. ATTESTATION & SIGNATURE

I declare under penalty of perjury under the laws of the United States and any applicable state or jurisdiction that the information provided in this Claim Form, and any supporting documentation submitted, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim can be deemed complete and valid.

Signature

Printed Name

Date

— EXHIBIT 4 —

1 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
2 **IN AND FOR THE COUNTY OF KING**

3 ***In re Teamsters Local Union Nos. 117 and 174***
4 ***Data Breach Litigation***

Lead Case No. 25-2-21664-1 KNT

5 **[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR**
6 **PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

7 Plaintiffs, by unopposed motion for preliminary approval, have submitted a proposed class
8 action Settlement Agreement to the Court for review. Having reviewed the Settlement Agreement,
9 Plaintiffs' motion and memorandum in support, and supporting declarations, the Court **FINDS**
10 and **ORDERS** as follows:

11 1. The Court concludes that the Settlement Agreement is the result of arms-length
12 negotiations between the Parties after contested litigation. The Settlement Agreement has no
13 obvious defects and is within the range of possible settlement approval, such that the terms are
14 reasonable and notice to the Settlement Class is appropriate. Capitalized terms appearing in this
15 Order have the same meaning as used in the Settlement Agreement.

16 2. The proposed Notices, examples of which are attached to the Settlement
17 Agreement, are to be mailed to the Settlement Class and posted on the internet at the Settlement
18 Website. The Notices are sufficient in detail to provide sufficient notice of the Settlement
19 Agreement to the Settlement Class. The proposed plan of distribution of the notice through U.S.
20 mail and establishment of a website are likewise sufficient.

21 3. The forms of Notice fairly, plainly, accurately, and reasonably inform Settlement
22 Class Members of: (1) appropriate information about the nature of this litigation, the settlement,
23 the Settlement Class definition, the identity of Class Counsel, and the essential terms of the
24 settlement; (2) appropriate information about Class Counsel's forthcoming application for
25 attorneys' fees and the proposed Service Awards to the Class Representatives; (3) appropriate
26 information about how to participate in the settlement; (4) appropriate information about this
27 Court's procedures for final approval of the settlement, and about Settlement Class Members' right

1 to appear through counsel if they desire; (5) appropriate information about how to object or opt-
2 out of the settlement, if they wish to do so; and (6) appropriate instructions as to how to obtain
3 additional information regarding this Action and the settlement. In addition, pursuant to CR
4 23(c)(2)(B), the Notice informs Settlement Class Members that any Settlement Class Member who
5 fails to opt-out will be prohibited from bringing a lawsuit against Defendants and certain entities
6 related to Defendants based on or related to any of the claims asserted by Plaintiffs.

7 4. The Court finds that the factors of CR 23(a) are satisfied here. The proposed
8 Settlement Class consists of over 116,000 people, and joinder is therefore impracticable. The
9 claims asserted by the Plaintiffs are both common and typical of the claims of the Settlement Class
10 Members. The Court finds no conflict of interest presented among Class Counsel or Plaintiffs with
11 the Settlement Class. In addition, the Court finds that the factors of CR 23(b) are also satisfied.
12 The Court finds both factual questions and legal issues that are common to the Plaintiffs' claims
13 and the Settlement Class that predominate over any individualized issues. Certification of the
14 Settlement Class for settlement purposes is superior to piecemeal litigation of the Plaintiffs' and
15 Settlement Class Members' claims. The Court therefore certifies as the Settlement Class the
16 following:

17 [A]ll individuals who had Private Information impacted as a result
18 of the Data Breach, including all who were sent a notice of the Data
19 Breach and do not timely exclude themselves from the Settlement.

20 5. The Court appoints Leanna Loginov of Shamis & Gentile P.A., Scott Edward Cole
21 of Cole & Van Note, Raina C. Borrelli of Strauss Borrelli PLLC, John J. Nelson of Milberg, PLLC,
22 Gabrielle Williams of Siri & Glimstad LLP, and Leigh S. Montgomery of EKSM LLP as Class
23 Counsel.

24 6. The Court appoints Shawn Pease, James Frey, Manuel Sanchez, Russell Carver,
25 Steve Gaworski, Kenneth Moore and Keith Savory as Class Representatives.

26 7. The Court appoints Analytics Consulting, LLC, as the Settlement Administrator in
27 accordance with the terms of the Settlement Agreement, and finds that Analytics Consulting, LLC,

1 has sufficient knowledge, skill and expertise to effectively distribute the Notice and to handle the
2 administration of claims to be submitted by the Settlement Class. The Settlement Administrator
3 shall distribute Notice to the Settlement Class as provided by the Settlement Agreement.

4 9. Within twenty (20) days of the date of entry of this Order, the Settlement
5 Administrator shall commence the Notice Program in the form specified in the Settlement
6 Agreement.

7 10. Class Counsel shall file their Motion for Final Approval, inclusive of the
8 Application for Attorneys' Fees, Costs, and Service Awards at least 45 days before the initial date
9 set for Final Approval Hearing.

10 11. The Final Approval Hearing is scheduled for _____.m on _____, 2026,
11 at the King County Superior Court House, 516 Third Avenue, Seattle, Washington 98104. Class
12 Counsel and/or Defendants may file a reply to any objections to the Settlement Agreement or
13 opposition to Class Counsel's fee request no later than seven days before the Final Approval
14 Hearing.

15 12. **All Notice required by this Order and the Settlement Agreement shall notify**
16 **the Settlement Class of the Objection/Opt-Out Deadline, which shall be thirty (30) days**
17 **before the initial scheduled Final Approval Hearing.**

18 13. **All Notice required by this Order and the Settlement Agreement, as well as the**
19 **Claim Form, shall notify the Settlement Class of the Claim Form Deadline, which shall be**
20 **fifteen (15) days following the initial scheduled Final Approval Hearing.**

21 DATED this _____ day of _____, 2026.

22
23 _____
24 Judge
25
26
27