

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

AMY GARCIA, ANTHONY GIBBONS, and )  
TAYLOR RIELY-GIBBONS, individually and )  
on behalf of all others similarly situated, )

Plaintiffs, )

v. )

WASHINGTON STATE DEPARTMENT OF )  
LICENSING, an agency of the State of )  
Washington, )

Defendant. )

Case No. 22-2-05635-5 SEA

CLASS ACTION

**DECLARATION OF  
SCOTT M. FENWICK OF KROLL  
SETTLEMENT ADMINISTRATION LLC  
IN CONNECTION WITH FINAL  
APPROVAL OF SETTLEMENT**

I, Scott M. Fenwick, declare as follows:

### **INTRODUCTION**

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),<sup>1</sup> the Settlement Administrator appointed in the above-captioned case, whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my general supervision. This declaration is being filed in connection with final approval of the Settlement.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, labor and employment, consumer, and government enforcement matters. Kroll has provided notification and/or claims administration services in more than 3,000 cases.

### **BACKGROUND**

3. Kroll was appointed as the Settlement Administrator to provide notification and Claims administration services in connection with that certain Settlement Agreement and Release (the “Settlement Agreement”) entered into in connection with the above-captioned case. Kroll’s duties in connection with the Settlement have and will include: (a) receiving and analyzing the Settlement Class List from DOL’s Counsel; (b) creating a Settlement Website with online Claim filing capabilities; (c) establishing a toll-free number; (d) establishing a post office box for the receipt of mail; (e) preparing and sending the Postcard Notices and Reminder Notices via first-class mail; (f) receiving and processing mail from the United States Postal Service (“USPS”) with forwarding addresses; (g) receiving and processing undeliverable mail, without a forwarding

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

address, from the USPS; (h) receiving and processing Claim Forms; (i) receiving and processing Requests for Exclusion; and (j) such other tasks as counsel for the Parties or the Court request Kroll to perform.

## **NOTICE PROGRAM**

### **Data and Case Setup**

4. On May 26, 2023, Kroll received two (2) data files from the Defendant comprising the Settlement Class List. One file contained 545,824 names, addresses, and emails for Settlement Class Members. The second file contained 15,923 names and email addresses for Settlement Class Members. Kroll undertook several steps to reconcile the two lists and compile the eventual Settlement Class List for the mailing of Postcard Notices. Between the two lists, Kroll identified 15,846 duplicates. In addition, there were 172 Settlement Class Members who had insufficient mailing addresses. In total, Kroll identified 545,729 Settlement Class Members with physical addresses. Additionally, in an effort to ensure that Notices would be deliverable to Settlement Class Members, Kroll ran the Settlement Class List through the USPS's National Change of Address ("NCOA") database and updated the Settlement Class List with address changes received from the NCOA.

5. On May 21, 2023, Kroll created a dedicated Settlement Website entitled [www.wadoldatabreachsettlement.com](http://www.wadoldatabreachsettlement.com). The Settlement Website "went live" on May 21, 2023. On June 9, 2023, Kroll created a dedicated Spanish-language Settlement Website entitled [www.eswadoldatabreachsettlement.com](http://www.eswadoldatabreachsettlement.com) (the "Spanish Settlement Website"). The Spanish Settlement Website "went live" on June 9, 2023. These Settlement Websites contain frequently asked questions, settlement documents (including the Settlement Agreement, contact information for Class Counsel and DOL's Counsel, contact information for Settlement Administrator, the Preliminary Approval Order, the First Amended Class Action Complaint, the Long Form Notice, the Claim Form, the Spanish Long Form Notice, and the Spanish Claim Form) and allowed Settlement Class Members an opportunity to file a Claim Form online. As of July 26, 2023, the Settlement Website has received 92,054 page views.

6. On May 12, 2023, Kroll established a toll-free number, 833-747-6403, for Settlement Class Members to call and obtain additional information regarding the Settlement through an Interactive Voice Response (“IVR”) system. The IVR system included both English and Spanish options. Additionally, the system includes an option for the caller to request a call back from a live operator. As of July 26, 2023, the IVR system has received 4,930 calls and live operators have returned 647 calls.

7. On May 15, 2023, Kroll designated a post office box with the mailing address *Garcia v. Washington State DOL* c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391 in order to receive Requests for Exclusion, Claim Forms, and correspondence from Settlement Class Members.

### **The Notice Program**

8. On June 9, 2023, Kroll caused 545,729 Postcard Notices to be mailed via first-class mail. A true and correct copy of the Postcard Notice, along with the Long-form Notice and Claim Form, are attached hereto as **Exhibits A, B, and C**, respectively.

### **NOTICE PROGRAM REACH**

9. As of July 26, 2023, 2,836 Postcard Notices were returned by the USPS with a forwarding address. These 2,836 Postcard Notices were automatically re-mailed to the updated addresses provided by the USPS.

10. As of July 26, 2023, 64,106 Postcard Notices were returned by the USPS as undeliverable as addressed, without a forwarding address. Kroll ran 64,001 undeliverable records through an advanced address search. The advanced address search produced 54,941 updated addresses. Kroll has re-mailed Postcard Notices to the 54,941 updated addresses obtained from the advanced address search. Kroll will continue to run advance address searches on Postcard Notices returned by the USPS as undeliverable as addressed, without a forwarding address, as needed. Of the re-mailed Postcard Notices, 1,609 were returned a second time as undeliverable as addressed.

11. Based on the foregoing, following all Postcard Notice re-mailings, Kroll has determined that Postcard Notices likely reached 534,955 of the 545,729 persons to whom Postcard Notices were mailed, which equates to a reach rate of the direct mail notice of approximately 98.02%. This reach rate is consistent with other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines, which state that a notice plan that reaches<sup>2</sup> over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.<sup>3</sup> The table below provides an overview of dissemination results for the direct Notice Program.

<b>Direct Notice Program Dissemination &amp; Reach</b>		
<b>Description</b>	<b>Volume of Settlement Class Members</b>	<b>Percentage of Settlement Class Members</b>
Settlement Class Members	545,729	100.0%
<b>Initial Postcard Notice Mailing</b>		
(+) Postcard Notices Mailed (Initial Campaign)	545,729	100.0%
(-) Total Postcard Notices Returned as Undeliverable	(64,106)	11.74%
(+) Total Postcard Notices Re-mailed	54,941	10.06%
(-) Total Undeliverable (Re-Mailed) Postcard Notices	(1,609)	0.29%
<b>Direct Notice Program Reach</b>		
(=) Received Direct Notice	534,955	98.02%

12. In addition, in accordance with the Settlement, Kroll intends to send Reminder Notice via email (to all Settlement Class Members with a known email address) and mail (for all remaining Settlement Class Members for whom no known or valid email addresses exist) no later than 14 days before the Claims Deadline.

### **CLAIM ACTIVITY**

13. To prevent Claim Forms from being filed by individuals outside the Settlement Class and to curtail fraud, Settlement Class Members were provided a unique “Class Member ID”

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<sup>2</sup> FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%.

<sup>3</sup> Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d Ed. 2010).

on their respective Notices. The Class Member ID is required for Settlement Class Members to file a Claim Form online.

14. The Claims Deadline is October 9, 2023. Kroll is still in the process of reviewing and validating Claim Forms.

15. As of July 26, 2023, Kroll has received 99 Claim Forms through the mail and 9,491 Claim Forms filed electronically through the Settlement Website. The below counts and amounts are not final and are subject to change pending validation and approval.

16. **Lost Time:** As of July 26, 2023, 7,740 Settlement Class Members submitted Claims for lost time, totaling 13,056 hours. Lost time is reimbursed at a rate of \$35 per hour, which amounts to a total of \$456,960 in claimed lost time to date.

17. **Extraordinary Expenses:** As of July 26, 2023, 490 Settlement Class Members submitted Claims for extraordinary expenses, totaling \$1,473,247.57 to date.

18. **Identity Theft Protection and Credit Monitoring Services:** As of July 26, 2023, 7,059 Settlement Class Members claimed for the identity theft protection and credit monitoring services.

### **EXCLUSIONS AND OBJECTIONS**

19. The Opt-Out Deadline and Objection Deadline is August 9, 2023.

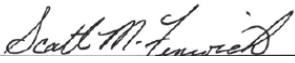
20. As of July 26, 2023, Kroll has received twenty (20) timely Requests for Exclusion. Although Settlement Class Members were not instructed to submit their objection to the Settlement Administrator, as of July 26, 2023, Kroll has received one (1) objection to the Settlement. In addition, I am aware that one (1) objection to the Settlement was sent directly to the Court. A list of the exclusions received is attached hereto as **Exhibit D**. A list of the objections received is attached hereto as **Exhibit E**.

21. 23. As of July 26, 2023, Kroll will have billed \$328,350.59 for services and fees incurred in the administration of this matter, which includes media costs. True and correct copies of the invoices generated to date are attached hereto as **Exhibit F**. Kroll estimates that it will bill an additional \$285,000 to complete the administration of this Settlement. The current estimate is

subject to change depending on factors such as the number of Claims remaining to be reviewed, number of Claims filed, and/or any Settlement administration scope change not currently under consideration.

**CERTIFICATION**

I declare under penalty of perjury under the laws of the State of Washington that the above is true and correct to the best of my knowledge and that this Declaration was executed on July 26, 2023, in Woodbury, Minnesota.

  
SCOTT M. FENWICK

# Exhibit A



Garcia v. Washington State DOL  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

**ELECTRONIC SERVICE REQUESTED**

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

**Court-Approved Legal Notice**

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

***A Washington State Superior Court authorized this  
Notice.***

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

**For more information, visit  
[www.WADOLdatabreachsettlement.com](http://www.WADOLdatabreachsettlement.com) or call  
toll-free 1-833-747-6403.**

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXXX

**Postal Service: Please do not mark barcode**

<<Refnum Barcode>>

Unique ID: <<Refnum>>

<<Firstname>> <<Lastname>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>-<<zip4>>

<<Country>>

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

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

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

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

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

**How To Get Benefits:** You must submit a Claim Form, available at [www.WADOLdatabreachsettlement.com](http://www.WADOLdatabreachsettlement.com). You will need the Unique Class Member ID number found on the front of this postcard under your contact information to submit a Claim Form. The Claim Form must be postmarked or submitted electronically at [www.WADOLdatabreachsettlement.com](http://www.WADOLdatabreachsettlement.com) on or before 11:59 PM (Pacific) on October 9th, 2023. Claims will be subject to a verification process.

**Your Other Options.** If you file a Claim Form, object to the Settlement, or do nothing, you will stay in the Settlement Class and be bound to its terms, including its release. You will be legally bound by all orders of the Court and you will not be able to start, continue, or be part of any other lawsuit against Defendant or related parties arising out of the Data Breach. If you do not want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by August 9th, 2023. If you do not exclude yourself, you may object to the Settlement by August 9th, 2023. Please see the Settlement Agreement for full details.

**The Final Approval Hearing.** The Court has scheduled a hearing for September 15th, 2023 to decide whether to approve the Settlement; attorneys’ fees, costs, and expenses; service awards; and any objections. You may speak or your attorney may speak, at your own cost, about your objection at the hearing.

More Information. More information about your rights and options can be found in the Notice and Settlement Agreement available at [www.WADOLdatabreachsettlement.com](http://www.WADOLdatabreachsettlement.com) or by calling toll-free 1-833-747-6403.

Para una notificación en español, visite [www.WADOLdatabreachsettlement.com](http://www.WADOLdatabreachsettlement.com).

# Exhibit B

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

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

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

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

- A Settlement has been reached in a class action lawsuit concerning Washington State Department of Licensing (also known as “DOL”) and a data breach (the “Data Breach”) that was disclosed by DOL in February 2022. In the Data Breach, Private Information for approximately 545,901 professional licensees was stolen from POLARIS, including licensees’ names, email addresses, Social Security numbers, dates of birth, and/or driver’s license or state identification numbers.
- The lawsuit is titled *Garcia, et al. v. Washington Department of Licensing*, Case No. 22-2-05635-5 SEA and is pending in the Superior Court of the State of Washington in and for the King County. The lawsuit asserts claims related to the Data Breach. The Defendant in the lawsuit is the Washington State Department of Licensing (“DOL” or “Defendant”). Defendant denies it is or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise between the Parties to end the lawsuit.
- Members of the Settlement Class are all individuals whose personal information was compromised in the Data Breach disclosed by the Washington State Department of Licensing in February 2022. The Settlement Class specifically excludes: (i) DOL and its officers and directors; (ii) all Settlement Class Members who timely and validly submit requests for exclusion from the Settlement Class; (iii) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge; and (iv) members of the judiciary to whom this case is assigned, their families, and members of their staff.
- Settlement Class Members are eligible to receive the following relief: (1) up to \$7,500, per person, in reimbursement for Out-of-Pocket Losses stemming from the Data Breach, consisting of actual documented and unreimbursed costs, expenses and losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Settlement Class Member’s personal information; (2) costs incurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred) associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Losses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (4) credit monitoring or other mitigating costs that were incurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred) through the date of the Settlement Class Member’s claim submission; and (5) reimbursement for up to 4 hours of time spent remedying issues related to the Data Breach at \$35 per hour. The Settlement Administrator will post additional information about the payment amount on [www.WADOLDATABREACHSETTLEMENT.COM](http://www.WADOLDATABREACHSETTLEMENT.COM).

Defendant has also agreed to enact reasonable and appropriate remedial measures/security enhancements. For complete details, please see the Settlement Agreement, whose terms control, available at [www.WADOLdatabreachsettlement.com](http://www.WADOLdatabreachsettlement.com).

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <b>October 9, 2023</b> .
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	By asking to be excluded, you will not share in this Settlement. This is the only option that allows you to keep any rights to sue Defendant about the same legal claims in this lawsuit. The deadline to exclude from the Settlement is <b>August 9, 2023</b> .
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is <b>August 9, 2023</b> .
<b>ATTEND THE FINAL APPROVAL HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on <b>September 15<sup>th</sup>, 2023</b> at <b>9:00 a.m. PT</b> .
<b>DO NOTHING</b>	By doing nothing, you forfeit the opportunity to receive any compensation and you give up any rights to sue Defendant, and certain parties related to Defendant, about the claims that have been or could have been asserted based on the facts alleged in this lawsuit.

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

## BASIC INFORMATION

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

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

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

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

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

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

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

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

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

### 4. Why is there a Settlement?

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

## WHO'S INCLUDED IN THE SETTLEMENT?

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

You are part of the Settlement as a Settlement Class Member if your personal information was compromised in the Data Breach disclosed by the Washington State Department of Licensing in February 2022. Eligible Settlement Class Members will have been mailed notice of their eligibility (including from *Garcia v. Washington State DOL*, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391), and Settlement Class membership will be verified against that mailed list. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at **1-833-747-6403** or by visiting the Settlement Website at [www.WADOLdatabreachsettlement.com](http://www.WADOLdatabreachsettlement.com).

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

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

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

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

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

- If you are a Settlement Class Member and you incurred documented Out-of-Pocket Losses as a result of the Data Breach, you may be eligible to receive reimbursement up to a total of \$7,500 per Settlement Class Member. Out-of-Pocket Losses incurred as a result of the Data Breach may include, without limitation, (1) unreimbursed

costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class member's personal information; (2) costs incurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred) associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (4) credit monitoring or other mitigating costs that were incurred on or after January 16, 2022 (or the earliest verifiable date the Data Breach occurred) through the date of the Settlement Class Member's claim submission. Out-of-Pocket Losses will be paid from the cash Settlement Fund.

- For Attested Time spent remedying the issues related to the Data Breach, you may receive reimbursement for up to 4 hours at \$35 per hour by providing an attestation and a brief description of (1) the actions taken in response to the Data Breach and (2) the time associated with each action.

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

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

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



## HOW TO GET BENEFITS

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

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

Claims will be subject to a verification process. You will need the Class Member ID provided on the front of your Postcard Notice to fill out a Claim Form. **All Claim Forms must be received online or postmarked on or before October 9<sup>th</sup>, 2023.**

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

The hearing to consider the fairness of the Settlement is scheduled for **September 15<sup>th</sup>, 2023 at 9:00 a.m. PT.** If the Court approves the Settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient. Eligible Claims will be paid to Settlement Class Members electronically unless a Settlement Class Member chooses to receive payment by written check. All checks will expire and become void 120 days after they are issued.

## THE LAWYERS REPRESENTING YOU

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

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

#### Should I get my own lawyer?

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

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

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

## YOUR RIGHTS AND OPTIONS

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

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

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

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

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

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

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

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

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

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

You can ask to be excluded from the Settlement. To do so, you must send a letter or exclusion form stating: (1) the name of the proceeding, *Garcia, et al. v. Washington Department of Licensing*, Case No. 22-2-05635-5 SEA (Wash. Super. Ct.); (2) your full name; (3) your current address; (4) your personal signature; and (5) the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. You must mail your exclusion request, postmarked no later than **August 9<sup>th</sup>, 2023**, to the following address:

*Garcia v. Washington State DOL*  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

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

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

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

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

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

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

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval of the Settlement by filing an objection. To object, you must file written notice with the Court stating that you object to the Settlement in *Garcia, et al. v. Washington Department of Licensing*, Case No. 22-2-05635-5 SEA (Wash. Super. Ct.), no later than **August 9<sup>th</sup>, 2023**. Your objection should be filed with the Court, which you can do by mailing your objection and any supporting documents to the Superior Court of the State of Washington in and for the King County at the following address:

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

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

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

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to both Class Counsel and Defendant’s lawyers at the addresses listed below, postmarked no later than **August 9<sup>th</sup>, 2023**.

Class Counsel	Defense Counsel
<p data-bbox="418 768 639 800">Kim D. Stephens</p> <p data-bbox="418 804 639 835">Kaleigh N. Boyd</p> <p data-bbox="306 840 748 871"><b>Tousley Brain Stephens P.L.L.C</b></p> <p data-bbox="344 875 711 907">1200 Fifth Avenue, Ste 1700</p> <p data-bbox="367 911 688 942">Seattle, WA 98101-3147</p> <p data-bbox="425 999 630 1031">Timothy Emery</p> <p data-bbox="381 1035 673 1066"><b>Emery Reddy, PLLC</b></p> <p data-bbox="337 1071 717 1102">600 Stewart Street Suite 1100</p> <p data-bbox="404 1106 646 1138">Seattle, WA 98101</p> <p data-bbox="402 1194 651 1226">M. Anderson Berry</p> <p data-bbox="258 1230 795 1262"><b>Clayo C. Arnold, A Professional Corp.</b></p> <p data-bbox="407 1266 646 1297">865 Howe Avenue</p> <p data-bbox="376 1302 677 1333">Sacramento, CA 95825</p>	<p data-bbox="997 768 1182 800">Tammy Webb</p> <p data-bbox="997 804 1182 835">Alfred Saikali</p> <p data-bbox="883 840 1295 871"><b>Shook, Hardy &amp; Bacon, L.L.P</b></p> <p data-bbox="915 875 1263 907">555 Mission St, Suite 2300</p> <p data-bbox="925 911 1253 942">San Francisco, CA 94105</p>

Class Counsel will file their request for attorneys’ fees, costs, and expenses and Service Award Payments for the Settlement Class Representatives with the Court, which will also be posted on the Settlement Website, at [www.WADOLDATABREACHSETTLEMENT.COM](http://www.WADOLDATABREACHSETTLEMENT.COM).

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

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

## THE COURT'S FAIRNESS HEARING

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

The Court will hold the Final Approval Hearing on **September 15<sup>th</sup>, 2023 at 9:00 a.m. PT** at the King County Superior Courthouse, 401 4<sup>th</sup> Avenue N, Courtroom 4B, Kent, Washington 98032. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Award Payments to the Settlement Class Representatives.

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

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

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

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

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

## GETTING MORE INFORMATION

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

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

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT [www.WADOLdatabreachsettlement.com](http://www.WADOLdatabreachsettlement.com), BY CALLING TOLL-FREE AT, **1-833-747-6403** OR WRITING TO:

*Garcia v. Washington State DOL*  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

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

# Exhibit C

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

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

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT  
WWW.WADOLDATABREACHSETTLEMENT.COM NO LATER THAN OCTOBER 9<sup>th</sup>, 2023.**

***ATTENTION:** This Claim Form is to be used to apply for relief related to the Data Breach that occurred on or about January 16<sup>th</sup>, 2022 and potentially affected individuals whose professional licensing information was stored by the Washington State Department of Licensing (“Defendant”) in its POLARIS professional licensing system. There are two types of damages for which these individuals may be eligible: 1) for all Settlement Class Members, reimbursement of Out-of-Pocket Losses that are “fairly traceable” to the Data Breach, including Attested Time, and 2) for all Settlement Class Members, 24 months of identity-theft protection and credit monitoring services.*

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

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

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

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

***ASSISTANCE:** If you have questions about this Claim Form, please visit the Settlement Website at [www.WADOLDatabreachsettlement.com](http://www.WADOLDatabreachsettlement.com) to review the Long-Form Notice and additional information or call 1-833-747-6403.*

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

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

  
Class Member ID: 7 1 5 3 9 0 0 0 0 0 0 0 0

**REGISTRATION**

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

7 1 5 3 9 \_\_\_\_\_

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

**CLAIM INFORMATION**

**Section A. Confirm Your Eligibility**

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

Yes  No

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

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

Yes  No

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



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

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

Out-of-Pocket Losses

*If it is verified that you meet all the criteria described in the Settlement Agreement, and you **submit** proof of your losses and the dollar amount of those losses, you will be eligible to receive a payment compensating you for your documented Out-of-Pocket Losses of up to **\$7,500 per person**. Out-of-Pocket Losses include: unreimbursed identity protection expenses, such as credit reports, credit monitoring, or other identity theft insurance products purchased between 01-16-2022 and 05-11-2023. Out-of-Pocket Losses incurred as a result of the Data Breach may also include, without limitation, expenses or unreimbursed costs associated with fraud or identity theft, including professional fees and fees for credit repair services and miscellaneous expenses, such as (i) notary, (ii) fax, (iii) postage, (iii) copying, (iv) mileage, and (v) long-distance telephone charges, as well as costs for credit monitoring costs or other mitigative services that were incurred on or between 01-16-2022 and 05-11-2023. Examples of what can be used to prove your losses include: receipts, account statements, bills, etc.*

Attested Time

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

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

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

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

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

Description of the Loss	Date of Loss	Amount	Description of Supporting Documentation
Example: Identity Theft Protection Service	0 7 - 1 7 - 2 0 MM DD YY	\$50.00	Copy of identity theft protection service bill
Example: Fees paid to a professional to remedy a falsified tax return	0 2 - 3 0 - 2 1 MM DD YY	\$25.00	Copy of the professional services bill
	MM DD YY	\$ .	
	MM DD YY	\$ .	
	\$	\$ .	
	MM DD YY	\$ .	
	MM DD YY	\$ .	
	MM DD YY	\$ .	
	MM DD YY	\$ .	
	MM DD YY	\$ .	
	MM DD YY	\$ .	
	MM DD YY	\$ .	
	MM DD YY	\$ .	

**Reimbursement for Attested Time:**

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

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

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

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

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

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

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

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

**Section D. Payment**

By mailing this Claim Form to the Settlement Administrator, you will receive payment for your losses under this Settlement in the form of a check. If you wish to receive an electronic payment, you must submit your Claim Form online at [www.WADOLdatabreachsettlement.com](http://www.WADOLdatabreachsettlement.com).

**Section D. Settlement Class Member Affirmation**

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

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

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

  
Class Member ID: 7 1 5 3 9 0 0 0 0 0 0 0

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

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

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

Signature:

Date:   -   -    
MM DD YY

Printed Name:

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT  
WWW.WADOLDATABREACHSETTLEMENT.COM NO LATER THAN OCTOBER 9<sup>th</sup>, 2023.**

# Exhibit D

## Exclusion List

Count	Record Identification Number
1	7153925B1TYWJ
2	715393T3S4RWX
3	715395H1Q4V72
4	715395YXKT8FJ
5	7153969RR1D4C
6	715397FSN6187
7	71539BW7X3XY1
8	71539CB3YQ850
9	71539CC3W1HC0
10	71539CCSBW2ZD
11	71539CCT26Q0J
12	71539CCW31YGT
13	71539CDBGDFXD
14	71539CG1YX7N9
15	71539CGK886C3
16	71539CH4G3TSJ
17	71539CH9ZMQMM
18	71539CJ3GFB43
19	71539CKGPDDD7
20	71539CKYD07R8

# Exhibit E

## **Objection List**

<b>Count</b>	<b>Record Identification Number</b>
1	71539CC9Z1188



# Exhibit F



M. Anderson Berry  
Arnold Law Firm  
865 Howe Avenue  
Sacramento, CA 95825  
aberry@justice4you.com

**Total Due: USD 217,015.00**  
Invoice No: PA00688311  
Sequence No: 3595  
Invoice Date: June 12, 2023  
Due Date: July 12, 2023  
Project No: 171539  
Customer No: 5949971  
Contact: Paul Ferruzzi

**PRIVILEGED & CONFIDENTIAL**

Through May 31, 2023

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**RE: Garcia v Washington State Department of Licensing**

Fees for Hourly Professional Services Rendered	USD 15,406.25
Other Professional Services Rendered	2,178.75
Out-of-Pocket Expenses	
Postage and Courier	199,430.00
	<hr/>
	199,430.00
	<hr/>
<b>Total Due:</b>	<b>USD 217,015.00</b>

***Please note this invoice covers current charges only and may not include previous unpaid invoice balances.***

**Remittance Instructions:**

Account Name: Kroll Settlement Administration LLC  
Bank Name: Bank of America  
Account No: 483065996116  
ACH ABA#: 021000322  
Wire ABA#: 026009593  
Swift Code: BOFAUS3N

**Billing Questions:**

T: +1 952-563-3077  
E: EliteAR@kroll.com

**Tax ID:**

82-3588071

**Important Note: Please include our invoice number and name of your organization with all payments and send remittance advice to AR@kroll.com.**

**DETAIL FEES FOR HOURLY PROFESSIONAL SERVICES RENDERED**

<b>Description</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Notification/Correspondence Fees: Set up, format and proof the notice & claim form	14.00	150.00	2,100.00
Project Management: Project management	70.35	150.00	10,552.50
Project Management: Staff	16.75	85.00	1,423.75
Project Management: Clerical or data entry	0.50	50.00	25.00
Project Management: Technical consulting	4.50	140.00	630.00
Project Management: Senior Director	2.70	250.00	675.00
		Total:	15,406.25

**DETAIL OTHER PROFESSIONAL SERVICES RENDERED**

<b>Description</b>	<b>Units</b>	<b>Price/Unit*</b>	<b>Amount</b>
Notification/Correspondence Fees: Submit file for NCOA (per record)	543,251.00	0.00	2,173.00
Contact Center: IVR operating system (per minute)	23.00	0.25	5.75
*Rounded to two decimals		Total:	2,178.75



M. Anderson Berry  
Arnold Law Firm  
865 Howe Avenue  
Sacramento, CA 95825  
aberry@justice4you.com

**Total Due: USD 110,558.09**  
Invoice No: PA00698385  
Sequence No: 3821  
Invoice Date: July 20, 2023  
Due Date: August 19, 2023  
Project No: 171539  
Customer No: 5949971  
Contact: Paul Ferruzzi

**PRIVILEGED & CONFIDENTIAL**

Through June 30, 2023

**RE: Garcia v Washington State Department of Licensing**

Fees for Hourly Professional Services Rendered		USD 18,220.75
Other Professional Services Rendered		78,277.34
Out-of-Pocket Expenses		
Location Services Expense	815.82	
Postage and Courier	12,216.65	
Translation Costs	1,027.53	
		14,060.00
<b>Total Due:</b>		<b><u>USD 110,558.09</u></b>

***Please note this invoice covers current charges only and may not include previous unpaid invoice balances.***

**Remittance Instructions:**

Account Name: Kroll Settlement Administration LLC  
Bank Name: Bank of America  
Account No: 483065996116  
ACH ABA#: 021000322  
Wire ABA#: 026009593  
Swift Code: BOFAUS3N

**Billing Questions:**

T: +1 952-563-3077  
E: EliteAR@kroll.com

**Tax ID:**

82-3588071

**Important Note: Please include our invoice number and name of your organization with all payments and send remittance advice to AR@kroll.com.**

**DETAIL FEES FOR HOURLY PROFESSIONAL SERVICES RENDERED**

<b>Description</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Case Setup: Database management and case launch	0.00	0.01	0.00
Contact Center: User Operator - operator hours	0.00	0.01	0.00
Dispute Resolutions/Validation of Claims: Review of claims filed	21.10	100.00	2,110.00
Dispute Resolutions/Validation of Claims: Top claims review	1.25	175.00	218.75
Project Management: Project management	76.25	150.00	11,437.50
Project Management: Staff	42.70	85.00	3,629.50
Project Management: Technical consulting	3.75	140.00	525.00
Project Management: Senior Director	1.20	250.00	300.00
<b>Total:</b>			<b>18,220.75</b>

**DETAIL OTHER PROFESSIONAL SERVICES RENDERED**

<b>Description</b>	<b>Units</b>	<b>Price/Unit*</b>	<b>Amount</b>
Case Setup: Develop class list and import (one time fee)	1.00	1,500.00	1,500.00
Notification/Correspondence Fees: Document Translation (one time fee)	1.00	2,500.00	2,500.00
Notification/Correspondence Fees: Print/address notice packet (per notice)	545,729.00	0.03	18,554.79
Notification/Correspondence Fees: Process returned notices (per notice)	96,797.00	0.25	24,199.25
Notification/Correspondence Fees: Re-mail notices (per notice)	2,788.00	0.05	139.40
Notification/Correspondence Fees: Form letter correspondence (per letter)	8.00	5.00	40.00
Notification/Correspondence Fees: Email correspondence (per email)	410.00	2.00	820.00
Website: Website setup (one time fee)	1.00	7,500.00	7,500.00
Website: Monthly hosting (per month)	1.00	125.00	125.00
Contact Center: Call center IVR design and setup (one time fee)	1.00	2,000.00	2,000.00
Contact Center: IVR operating system (per minute)	9,242.00	0.25	2,310.50
Contact Center: Operator training (one time fee)	1.00	500.00	500.00
Contact Center: Live operator minutes (per minute)	9,370.00	0.95	8,901.50
Process Claim Forms, Deficiencies and Rejections: Online opt-in or claim forms (per form)	7,014.00	0.55	3,857.70
Mail Handling, Scanning & Data/Image Storing: Scanning set-up (one time fee)	1.00	200.00	200.00
Mail Handling, Scanning & Data/Image Storing: Scanning/images of documents (per scan)	15,913.00	0.15	2,386.95
Mail Handling, Scanning & Data/Image Storing: Mail handling charges (per piece)	15,615.00	0.15	2,342.25
Mail Handling, Scanning & Data/Image Storing: Data/image storage (per month)	1.00	200.00	200.00
			Continued

**DETAIL OTHER PROFESSIONAL SERVICES RENDERED - CONTINUED**

<b>Description</b>	<b>Units</b>	<b>Price/Unit*</b>	<b>Amount</b>
Mail Handling, Scanning & Data/Image Storing: Technology charge (per month)	1.00	150.00	150.00
Mail Handling, Scanning & Data/Image Storing: PO Box Fee	1.00	50.00	50.00
*Rounded to two decimals		Total:	78,277.34