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## Notice of Stone v Accellion USA LLC Data Incident Class Action Settlement

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**If your personal information was potentially compromised in a Data Incident that took place at the Office of the Washington State Auditor (SAO) on or around December 2020, you could get a payment from a class action Settlement.**

A court ordered this Notice. This is not a solicitation from a lawyer.

**Please read this Notice carefully and completely. Your legal rights are affected whether you act or don't act.**

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

- A Settlement has been proposed in a class action lawsuit against the Office of the Washington State Auditor (“SAO” or “Defendant”). The Settlement resolves claims brought by individuals impacted by the data security incident that took place on or around December 24, 2020, that resulted in the potential compromise of the personal information associated with individuals of the state of Washington (the “Data Security Incident”).
- The lawsuit is called *Stone v. Accellion USA LLC*, Case No. 21-2-01439-5 SEA (the “Action”).
- The Settlement Class includes all individuals residing in the United States to whom SAO or its authorized representative provided a notice concerning the December 2020 Data Security Incident.
- The Settlement provides compensation for the following cash payments for Settlement Class Members who submit a timely Valid Claim: (i) Compensation for Out-of-Pocket Losses and Reimbursement for Lost Time, or (ii) an Alternative Compensation Settlement Class Members may submit a claim to receive:
  - Compensation for Out-of-Pocket Losses up to \$5,000, with supporting documentation. Settlement Class Members with approved Claims for Out-of-Pocket Losses, may also claim compensation of up to \$90 (3 hours at \$30 per hour) for time spent dealing with fraud, identity theft, or other misuse of your personal information that is fairly traceable to the Data Security Incident.
  - Instead of (and not in addition to) documented Out-of-Pocket Losses or Attested Time payments, you may elect to receive a Cash Award, the total of which will depend upon the number of valid claims for documented monetary loss payments and cash awards that are filed.

**Questions? Go to [www.SAOFTASettlement.com](http://www.SAOFTASettlement.com) or call 1-844-978-4141.**

- To receive a payment, you must complete and submit a Claim Form.

Summary of Your Legal Rights and Options		Deadline
<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment.	Online or Postmarked by October 24, 2025.
<b>EXCLUDE YOURSELF BY OPTING OUT</b>	Get no payment. Keep your right to file your own individual lawsuit against SAO for the same claims resolved by this Settlement.	Postmarked by September 24, 2025.
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on October 28, 2025 about the fairness of the Settlement, with or without your own attorney.	Received by September 24, 2025.
<b>DO NOTHING</b>	Get no payment and be bound by the terms of the Settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement after any appeals are resolved.

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## BASIC INFORMATION

### 1. Why did I get this notice?

You received a notice because you have been identified as a person whose information may have been accessed or exposed during the Data Incident, and you may have previously received a notice from SAO mailed on or around February 1, 2021, that your information may have been impacted in the Data Incident. Several individuals who received a notice from SAO regarding the Data Incident brought proposed class action lawsuits against SAO, alleging that SAO was negligent due to its data security practices. SAO denied and continues to deny the allegations and all charges of wrongdoing or liability and denied that it would be found liable should this case proceed to trial. The parties have now reached a proposed Settlement of the lawsuits.

A Court authorized this notice because you have a right to know about your rights under the proposed class action Settlement before the Court decides whether to grant final approval to the Settlement. If the Court approves the Settlement, an Administrator appointed by the Court will provide the benefits and make the payments that the Settlement allows, and the pending legal claims against SAO will be released and dismissed.

This notice explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The case is *Stone et al. v. Accellion USA LLC*, Case No. 21-2-01439-5 SEA, currently pending in the Superior Court of the State of Washington, County of King.

### 2. What is this lawsuit about?

This matter is a putative class action (the “Litigation”) arising from an incident whereby a cybercriminal gained unauthorized access to the Accellion File Transfer Application (“FTA”) licensed by SAO and the data stored thereon, resulting in potentially accessing sensitive personal information associated with individuals of the state of Washington. The lawsuit asserts common law claims against SAO for alleged negligent data security practices.

SAO denies any allegation of wrongdoing and denies that Plaintiffs would prevail or be entitled to any relief should this matter proceed to be litigated.

### 3. What is a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of themselves and other people who they allege have similar claims. This group of people is called the “class,” and the people in the class are called “Settlement Class Members” or the “Settlement Class.” One court resolves the issues for all Settlement Class Members, except for people who exclude themselves from the class. The persons who sued here—Jackie Stone, Nerys Jones, Davina Kim, Jean DeFond, and Shane Cozwith—are called the Plaintiffs. The entity they sued—SAO—is called the Defendant.

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

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. The Class Representatives and Class Counsel think the Settlement is in the best interest of the Settlement Class.

### WHO IS IN THE SETTLEMENT?

#### 5. Who is in the Settlement?

The Settlement Class is defined as: “all individuals residing in the United States to whom SAO or its authorized representative provided a notice concerning the December 2020 Data Security Incident.” There are approximately 1.6 million Class Members.

#### 6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: SAO and its respective officers and directors; all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement; and any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

#### 7. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Claims Administrator, at 1-844-978-4141 or you can visit [www.SAOFTASettlement.com](http://www.SAOFTASettlement.com) for more information.

### THE SETTLEMENT BENEFITS

#### 8. What does the Settlement Provide?

Under the Settlement, SAO will establish a non-reversionary Settlement Fund in the amount of \$3,085,152.73. These funds will be used to pay for all timely valid claims made by Settlement Class Members, notice and administration costs, service awards, and attorneys’ fees and costs. In no event shall SAO pay more than \$3,085,152.73.

#### 9. What can I get from the Settlement?

Settlement Class Members may file a claim for the following Cash Benefits.

**Compensation for Out-of-Pocket Losses:** All Settlement Class Members who submit a timely Valid Claim using the Claim Form, including necessary documentation, are eligible for compensation for Out-of-Pocket Losses, not to exceed \$5,000 per Settlement Class Member. Out-of-Pocket losses eligible for reimbursement under this provision include the following: (a) monetary losses as a result of actual identity theft if: (i) the loss is an actual, documented, and

unreimbursed monetary loss; (ii) the loss was fairly traceable to the Data Security Incident; and (iii) the loss occurred between December 24, 2020 and the date the Settlement Claim was submitted; (b) postage; (c) copying, scanning, faxing; (d) mileage and other travel-related charges; (e) parking; (f) notary charges; (g) research charges; (h) cell phone charges (only if charged by the minute); (i) long distance phone charges; (j) data charges (only if charged based on the amount of data used); (k) text message charges (only if charged by the message); (l) bank fees; and (m) professional fees, such as fees for accountants and attorneys.

**Reimbursement for Lost Time (“Attested Time”):** Settlement Class Members who submit valid claims for out-of-pocket losses may also be eligible for compensation for time reasonably spent responding to the Data Security Incident. Eligible individuals can claim up to three (3) hours of lost time at a rate of \$30 per hour, for a maximum reimbursement of \$90. To qualify, claimants must provide a brief attestation describing the nature of the time spent and confirm that it was reasonably incurred as a result of the incident. No additional documentation is required for this benefit beyond the attestation.

**Alternative Compensation:** As an alternative to filing a claim for Out-of-Pocket Losses or Attested Time, Settlement Class Members may submit a claim to receive Alternative Compensation payments from the Settlement Fund. These payments will be calculated by first deducting from the Settlement Fund claims for Out-Of-Pocket Losses, Attested Time, and all other expenses, claims, fee awards, costs, and service awards, and allocating the remainder evenly to all eligible Alternative Compensation claimants.

**IF YOU SELECT ALTERNATIVE COMPENSATION, YOU MAY NOT CLAIM OUT-OF-POCKET LOSSES OR ATTESTED TIME.**

#### **10. What am I giving up if I stay in the Class?**

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against SAO or other released parties concerning the claims released by this Settlement. The Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire Settlement Agreement can be viewed at [www.SAOFTASettlement.com](http://www.SAOFTASettlement.com).

### **How to Get a Payment – Making A Claim**

#### **11. How can I get a payment?**

You must complete and submit a Claim Form by October 24, 2025. Claim Forms may be submitted online at [www.SAOFTASettlement.com](http://www.SAOFTASettlement.com) or mailed to the address on the Claim Form. Be sure to read the Claim Form instructions carefully, include all required information, and add your signature.

The Claims Administrator will review your claim to determine the validity and amount of your payment.

This is a closed class. The benefits are available only to Settlement Class Members with a unique ID. All claims submitted by non-Settlement Class Members, or individuals who do not have a unique ID, will be rejected. If you believe you are a Settlement Class Member but do not have a unique ID, you can call the Claims Administrator at 1-844-978-4141 to verify that you are a Settlement Class Member and obtain your unique ID.

#### **12. How much will my payment be?**

The amount of your payment will depend on the approved amount of your claim and the total value of all approved claims. If you are claiming Out-of-Pocket Losses under the Settlement, you must attest to the loss and any out-of-pocket expenses, their amount, and submit documentation demonstrating the loss. Documents submitted may include credit card or bank statements, emails, invoices, receipts, or telephone records, including photographs of these documents. Personal statements, declarations, or other “self-prepared” documents are not considered reasonable documentation, but may be used to provide clarification, context, or support for other documentation.

#### **13. When will I get my payment?**

The Court will hold a Final Fairness Hearing on October 28, 2025 to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes final (meaning there is no appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement Website, [www.SAOFTASettlement.com](http://www.SAOFTASettlement.com).

### **THE LAWYERS REPRESENTING YOU**

#### **14. Do I have a lawyer in this case?**

The law firms of Tousley Brain Stephens PLLC and Gibbs Mura LLP represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for their services.

#### **15. Should I get my own lawyer?**

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

#### **16. How will the lawyers be paid?**

The attorneys representing the Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court to award attorneys’ fees from the Settlement Fund, not to exceed one-third of the Settlement Fund. Class Counsel may also petition the Court for their out-of-pocket costs and expenses incurred in connection with the prosecution of the Litigation.



The Settlement Class is represented by five named individuals—Jackie Stone, Nerys Jones, Davina Kim, Jean DeFond, and Shane Cozwith (the “Class Representatives”). In addition to the benefits that the Class Representatives will receive as a member of the Settlement Class—and subject to the approval of the Court—Class Counsel will ask the Court to award a \$7,500 Service Award to each of the Settlement Class Representatives for the efforts they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel and the proposed Service Awards to the Class Representatives. Class Counsel will file an application for fees, expenses, and Service Awards no later than September 10, 2025. The application will be available on the Settlement Website, [www.SAOFTASettlement.com](http://www.SAOFTASettlement.com), or you can request a copy by contacting the Claims Administrator.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

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

If you are a Settlement Class Member and you do not want the benefits from the Settlement, and you want to keep your right, if any, to sue SAO on your own about the legal issues in this Litigation, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement Class.

You may opt out of the Settlement Class by September 24, 2025. To opt out, you must send a letter or postcard via U.S. mail to the address below. You should include the following in your letter or postcard:

- The name of the Litigation, *Stone et al. v. Accellion USA LLC*, Case No. 21-2-01439-5 SEA (Superior Court of the State of Washington, County of King), or a decipherable approximation;
- Your full name, address, telephone number, and original signature (or the original signature of a person authorized by law to act on your behalf, along with evidence of appointment of such person acting on your behalf);
- The words “Request for Exclusion” at the top of the document or a clear statement that you want to opt out of the Settlement.

You must mail your opt-out request, postmarked no later than September 24, 2025 to:

*SAO Claims Administrator*  
P.O. Box 911  
Baton Rouge, LA 70821

If you fail to include the required information, your request may be deemed invalid and you will remain a Settlement Class Member and be bound by the Settlement, including all releases.

**18. If I am a Settlement Class Member and don't opt out, can I sue the Defendant for the same thing later?**

No. You must opt out of the Settlement to keep your right to sue Defendant or other released parties for any of the claims resolved by the Settlement.

**19. What happens if I opt out?**

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You will not receive a payment as part of the Settlement. You will not be bound by the Settlement, releases, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the Litigation at your own expense.

In addition, if you opt out of the Settlement you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided and you will be deemed to have excluded yourself.

**COMMENTING ON OR OBJECTING TO THE SETTLEMENT**

**20. How do I tell the Court if I don't like the Settlement?**

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You cannot ask the Court to change or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments will be sent out and the Litigation will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the Final Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All notices of an intent to object to the Class Settlement Agreement must be written and should include all of the following: (i) the objector's full name and address; (ii) the case name and docket number—*Stone et al. v. Accellion USA LLC*, Case No. 21-2-01439-5 SEA (Superior Court of the State of Washington, County of King); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature; and (vii) proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice, copy of original notice of the Website Usage Disclosure).

Completed objections must be submitted via postal mail to Proposed Settlement Class Counsel and counsel for SAO at the addresses below – no later than September 24, 2025. Proposed Settlement Class Counsel will file the objection with the Court with the Motion for Final Approval of the Settlement.

<b>Class Counsel</b>	<b>Counsel for SAO</b>
Jason T. Dennett <i>Tousley Brain Stephens PLLC</i> 1200 Fifth Ave, Suite 1700 Seattle, WA 98101	Casie D. Collignon <i>Baker &amp; Hostetler, LLP</i> 1801 California Street, Suite 4400 Denver, CO 80202

### **21. What's the difference between objecting and opting out?**

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

## **THE COURT'S FAIRNESS HEARING**

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

The Court will hold a Final Fairness Hearing (also called the Fairness Hearing) on October 28, 2025, at 1:00 p.m. at the Superior Court of the State of Washington, County of King, 401 4th Avenue N, Courtroom 3C, Kent, Washington 98032. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; whether to approve Class Counsel's application for attorneys' fees, costs, and expenses; and whether to approve Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice to Settlement Class Members. Be sure to check the Settlement Website, [www.SAOFTASettlement.com](http://www.SAOFTASettlement.com) for updates.

Class Counsel will file a motion for final approval of the Settlement by September 10, 2025. Objectors, if any, must file any response to Class Counsel's motion by September 24, 2025. Responses to any objections and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, and expenses, and Service Awards will be filed by October 21, 2025.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

#### **24. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you should include a statement in your written objection (*see* Question 20) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. Notwithstanding the foregoing, it is in the judge's discretion to let you speak at the Fairness Hearing. You cannot speak at the hearing if you opt out or exclude yourself from the Class.

### **IF I DO NOTHING**

#### **25. What happens if I do nothing at all?**

If you are a Settlement Class Member and do nothing, you will not get any money from this Settlement, and you will not be able to sue the Defendant or other released parties for the claims released by the Settlement Agreement.

### **GETTING MORE INFORMATION**

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

This notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other case documents available at [www.SAOFTASettlement.com](http://www.SAOFTASettlement.com), by reviewing the case docket and filings through the King County Clerk's Office Records Access Portal, <https://dja-prd-ecexap1.kingcounty.gov/?q=Home>, or by visiting the Office of the Clerk, Superior Court of the State of Washington, County of King, 516 Third Avenue, Seattle, WA 98104 between 8:30 a.m. to 4:30 p.m. Monday through Friday, excluding Court holidays.

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

Visit the Settlement Website, [www.SAOFTASettlement.com](http://www.SAOFTASettlement.com), where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

Contact the Claims Administrator at 1-844-978-4141 or by writing to:

*SAO Claims Administrator*  
P.O. Box 911  
Baton Rouge, LA 70821

**PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**