

FILED
KING COUNTY, WASHINGTON

OCT 28 2025

SUPERIOR COURT CLERK
BY Stacey Wehus
DEPUTY

Honorable Josephine Wiggs
Hearing: October 28, 2025
With Oral Argument

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

JACKIE STONE, NERYS JONES, DAVINA
KIM, JEAN DEFOND, and SHANE
COZWITH, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

ACCELLION USA LLC, a Washington
limited liability company; and THE OFFICE
OF THE WASHINGTON STATE
AUDITOR,

Defendants.

NO. 21-2-01439-5 SEA

**[PROPOSED] FINAL APPROVAL
ORDER AND FINAL JUDGMENT
GRANTING PLAINTIFFS' MOTIONS
FOR FINAL APPROVAL AND FOR
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS**

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

This matter is before the Court on Plaintiffs' Motion for Final Approval of Class Action Settlement (the "Final Approval Motion") and Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards (the "Fees, Costs, and Service Awards Motion").

WHEREAS, Plaintiffs Jackie Stone, Nerys Jones, Davina Kim, Jean DeFond, and Shane Cozwith ("Plaintiffs") individually and on behalf of all others similarly situated, and Defendant the Office of the Washington State Auditor ("Defendant SAO") have entered into a

1 Settlement Agreement¹ that settles and provides for a complete dismissal with prejudice of the
2 claims asserted against Defendant SAOs on the terms and conditions set forth in the Settlement;

3 WHEREAS, Plaintiffs made an application, pursuant to Rule 23 of the Washington
4 Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance
5 with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement
6 only, appointing Plaintiffs as Class Representatives, appointing the undersigned as counsel for
7 the Settlement Class, appointing EisnerAmper Gulf Coast, LLC as settlement administrator,
8 and allowing notice to Settlement Class Members as more fully described herein;

9 WHEREAS, on June 26, 2025, the Court entered an order (the “Preliminary Approval
10 Order”) granting preliminary approval to the Settlement and approving the form and manner
11 for providing notice to the Settlement Class;

12 WHEREAS, following the Court’s Preliminary Approval Order, and in accordance with
13 notice plan set forth in the Settlement Agreement and the Preliminary Approval Order, the
14 Settlement Class was apprised of the nature and pendency of the Litigation, the terms of the
15 settlement, and their rights to request exclusion, object, and/or appear and the Final Approval
16 Hearing;

17 WHEREAS, on October 6, 2025, Plaintiffs’ filed a Motion for an Award of Attorneys’
18 Fees, Costs, and Service Awards, with an accompanying declaration from Kim D. Stephens
19 setting forth Class Counsel’s time and expenses (the “Fee, Costs, and Service Awards
20 Motion”);

21 WHEREAS, on October 6, 2025, Plaintiffs filed their Motion for Final Approval of
22 Class Action Settlement (“Final Approval Motion”) and accompanying Declarations from
23 Cecily C. Jordan and Ryan Aldridge in support of the motion;

24
25 ¹ The terms of the settlement are set forth in a Settlement Agreement with accompanying
26 exhibits attached as Exhibit A to Plaintiffs’ Renewed Unopposed Motion for Preliminary
Approval of Class Action Settlement (ECF No. 61) (the “Settlement”).

1 WHEREAS, on October 28, 2025, the Court held a Final Fairness Hearing to determine
2 whether the proposed settlement is fair, reasonable and adequate and whether judgment should
3 be entered dismissing this Action with prejudice;

4 WHEREAS the Court has read and considered (a) Plaintiffs' Final Approval Motion
5 and Plaintiffs' Fee, Costs, and Service Awards Motion (together, the "Motions") and all
6 supporting materials, including but not limited to the Settlement Agreement and the exhibits
7 thereto; (b) any objections filed with or presented to the Court; and (c) the Parties' responses to
8 any objections; and

9 WHEREAS the Court, having given an opportunity to be heard to all requesting persons
10 in accordance with the Preliminary Approval Order; having heard the presentation of Class
11 Counsel; having held a Final Fairness Hearing; having determined that the settlement is fair,
12 reasonable, and adequate; having considered the application made by Class Counsel for
13 attorneys' fees, costs, and service awards to the Class Representatives, and having reviewed the
14 materials in support of that application; and finding good cause appearing in the record to grant
15 the Motions,

16 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**
17 **that:**

18 1. The Final Approval Motion and the Fees, Costs, and Service Awards Motion are
19 **GRANTED** as stated herein;

20 2. The Court has jurisdiction over the subject matter of this Litigation, all claims
21 raised therein, and all Parties thereto, including the Settlement Class.

22 3. The Settlement Agreement is fair, reasonable, adequate and in the best interests
23 of Settlement Class Members. The Settlement Agreement was negotiated at arm's-length, in
24 good faith and without collusion by capable and experienced counsel with full knowledge of
25 the facts, the law, and the risks inherent in litigating the Action, and with the active
26 involvement of the Parties. Moreover, the Settlement Agreement confers substantial benefits on

1 the Settlement Class Members, is not contrary to the public interest, and will provide the
2 Parties with repose from litigation. The Parties faced significant risks, expense, and uncertainty
3 from continued litigation of this matter, which further supports the Court's conclusion that the
4 settlement is fair, reasonable, adequate and in the best interests of the Settlement Class
5 Members;

6 4. The Court grants final approval of the Settlement Agreement in full, including
7 but not limited to the releases therein and the procedures for effecting the Settlement. All
8 Settlement Class Members who have not excluded themselves from the Settlement Class are
9 bound by this Final Approval Order and Judgment; and

10 5. The Parties shall carry out their respective obligations under the Settlement
11 Agreement in accordance with its terms. The relief provided in the Settlement Agreement shall
12 be made available to the various Settlement Class Members submitting valid Claim Forms,
13 pursuant to the terms and conditions in the Settlement Agreement.

14 **OBJECTIONS AND REQUESTS FOR EXCLUSION**

15 6. No objections to the settlement were submitted. All persons who did not object
16 to the settlement in the manner set forth in the Settlement Agreement are deemed to have
17 waived any objections, including but not limited to by appeal, collateral attack, or otherwise.

18 7. Only six (6) class members have submitted valid opt-out requests. A list of
19 putative members of the Settlement Class who have timely and validly elected to opt-out of the
20 Settlement and the Settlement Class, in accordance with the requirements in the Settlement
21 Agreement, has been submitted to the Court as an attachment to the Declaration of Ryan
22 Aldridge filed in advance of the Final Approval Hearing. That list is attached as Exhibit A to
23 this Order. The persons listed in Exhibit A are not bound by the Settlement Agreement or this
24 Final Approval Order and Judgment, and they are not entitled to any of the benefits under the
25 settlement.
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Settlement Class:

9. The Court incorporates its preliminary conclusions in the Preliminary Approval regarding the satisfaction of Rule 23 of the Washington Rules of Civil Procedure. If the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability for litigation purposes.

11. The Court grants final approval to the appointment of Jason T. Dennett, Cecily C. Jordan, and Kaleigh N. Boyd of Tousley Brain Stephens and David M. Berger of Gibbs Mura LLP as Class Counsel. Class Counsel has fairly and adequately represented the Settlement Classes and shall continue to do so.

12. The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and

1 terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude
2 themselves from the settlement, to object and appear at the Final Fairness Hearing, and to
3 receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the
4 Washington Rules of Civil Procedure, the United States Constitution, and all other applicable
5 law.

6 **ATTORNEYS' FEES AND COSTS, SERVICE AWARD**

7 13. The Court awards Class Counsel \$1,028,384.24 for attorneys' fees, costs and
8 expenses. The Court finds this amount of fees fair and reasonable under the percentage of
9 recovery method and under a lodestar cross-check, given the exceptional results obtained for
10 the Settlement Class in the form of significant monetary relief; the complexity of the issues
11 presented in the Litigation; the risk of non-payment posed in the Litigation; the contingent
12 nature of the fee; and the skill of Class Counsel. Payment shall be made pursuant to the
13 procedures in the Settlement Agreement.

14 14. The Court awards a Service Award of \$7,500 to each of the Class
15 Representatives: Jackie Stone, Nerys Jones, Davina Kim, Jean DeFond, and Shane Cozwith.
16 The Court finds such amounts are justified by their service to the Settlement Class. Payment
17 shall be made from the Settlement Fund pursuant to the Settlement Agreement.

18 **RELEASE**

19 15. Each Settlement Class Member, including the Class Representatives, are
20 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever
21 released, relinquished, and discharged all Released Claims as defined in the Settlement
22 Agreement and including Unknown Claims. The full terms of the release described in this
23 paragraph are set forth in paragraphs 1.25-1.26 and 8.1 of the Settlement Agreement and are
24 specifically approved and incorporated herein by this reference (the "Release"). Further, upon
25 the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member,
26

1 including Plaintiffs, shall directly, indirectly, or in any representative capacity, be permanently
2 barred and enjoined from commencing, prosecuting, or participating in any recovery from the
3 Released Persons in any action in this or any other forum (other than participation in this
4 Settlement Agreement as provided herein) in which any of the Released Claims is asserted.

5 16. The Settlement Agreement and this Final Judgment and Order apply to all
6 claims or causes of action settled under the Settlement Agreement and binds Class
7 Representatives and all Settlement Class Members who did not properly request exclusion. The
8 Settlement Agreement and this Final Approval Order and Judgment shall have maximum res
9 judicata, collateral estoppel, and all other preclusive effects in any and all causes of action,
10 claims for relief, suits, demands, petitions, or any other challenges or allegations for any of the
11 Released Claims.

12 **OTHER PROVISIONS**

13 17. The Court directs the Parties and their counsel to implement and consummate
14 the Settlement Agreement and make available to Settlement Class Members the relief provided
15 for therein, in accordance with the Settlement Agreement's terms and provisions.

16 18. The Settlement Agreement and this Final Approval Order and Judgment, and all
17 documents, supporting materials, representations, statements and proceedings relating to the
18 settlement, are not, and shall not be construed as, used as, or deemed evidence of, any
19 admission by or against Defendant SAO of liability, fault, wrongdoing, or violation of any law,
20 or of the validity or certifiability for litigation purposes of the Settlement Class or any claims
21 that were or could have been asserted in the Action against Defendant SAO.

22 19. The Settlement Agreement and this Final Approval Order and Judgment, and all
23 documents, supporting materials, representations, statements and proceedings relating to the
24 settlement shall not be offered or received into evidence, and are not admissible into evidence,
25 in any action or proceeding, except that the Settlement Agreement and this Final Approval
26 Order and Judgment may be filed in any action by any Defendant or the Settlement Class

1 Members seeking to enforce the Settlement Agreement or the Final Approval Order and
2 Judgment.

3 20. If the Effective Date does not occur for any reason, the Action will revert to the
4 status that existed before the Settlement Agreement's execution date, and the Parties shall be
5 restored to their respective positions in the Action as if the Settlement Agreement had never
6 been executed. No term or draft of the Settlement Agreement, or any part of the Parties'
7 settlement discussions, negotiations, or documentation, will have any effect or be admissible in
8 evidence for any purpose in the Litigation.

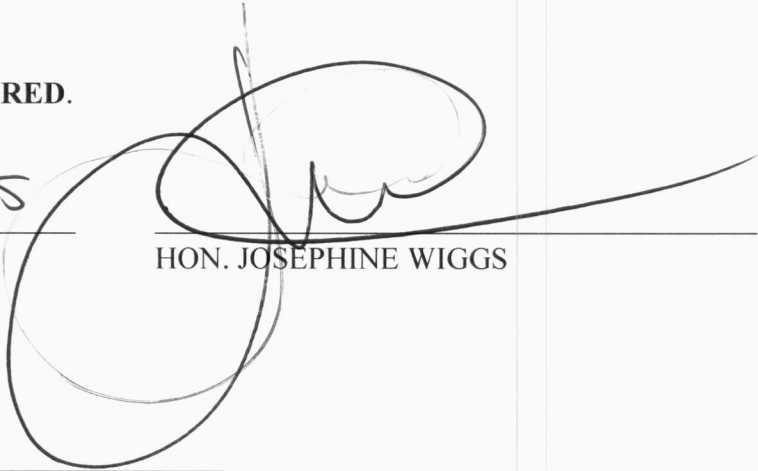
9 21. Without affecting the finality of this Final Approval Order and Judgment, the
10 Court will retain jurisdiction over this Action and the Parties with respect to interpretation,
11 implementation and enforcement of the Settlement Agreement for all purposes.

12 22. The Court will retain jurisdiction over Plaintiffs' pending claims against
13 Defendant Accellion USA, LLC, which remain pending and are not resolved or otherwise
14 affected by this Settlement or this Final Approval Order and Judgment.

15
16 NOW, THEREFORE, the Court hereby enters judgment in this matter pursuant to the
17 Washington Rules of Civil Procedure.

18
19 **IT IS SO ORDERED.**

20
21 Dated: 10/28/25

22 
HON. JOSEPHINE WIGGS

23 Presented By:

24
25 By: s/Cecily C Jordan
26 Kim D. Stephens, P.S., WSBA #11984

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15 *Attorneys for Plaintiffs*
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Attachment A

Exclusion Requests				
Stone v Accellion				
Count	First Name	Last Name	State	Submitted Date
1	Barry	Lia	WA	8/2/2025
2	Frank	Miscione	WA	8/7/2025
3	Darla	Tighe	VT	8/21/2025
4	Anne	Frederick	MT	9/18/2025
5	Holly	Riahi	VA	8/6/2025
6	Edward	Chambers	BC	9/11/2025
7	Secolia	Garcia	WA	9/18/2025
8	Adam	Huntley	WA	9/23/2025

CAUSE NO. 21-2-01439-5 SEA