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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON**

IN RE: Premera Blue Cross Customer Data  
Security Breach Litigation

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This Document Relates to All Actions

Case No. 3:15-md-2633-SI

**PLAINTIFF CLASS'  
DECLARATION OF JASON T.  
DENNETT IN SUPPORT OF  
FINAL APPROVAL**

I, Jason T. Dennett, declare as follows:

1. I am a principal at Tousley Brain Stephens PLLC. I submit this declaration in

support of Plaintiffs' Motion for Final Approval. I have personal knowledge of the facts set forth herein and am competent to testify thereon.

2. Attached as Exhibit 1 is a true and correct copy of a February 4, 2019 screenshot of Internet Archive's capture of [www.volkswagenfraudlawsuit.com/about-us/](http://www.volkswagenfraudlawsuit.com/about-us/), found at <https://web.archive.org/web/20170404122107/www.volkswagenfraudlawsuit.com/about-us/> as, according to Internet Archive, it existed on April 4, 2017. The [volkswagenfraudlawsuit.com](http://www.volkswagenfraudlawsuit.com) internet address, when entered on February 4, 2019, connected to an error page Mr. Cochran's website at [www.pcva.law](http://www.pcva.law).

3. Attached as Exhibit 2 is a true and correct copy of a June 8, 2017 Washington Super Lawyers magazine profile on Mr. Cochran that states "He has also been named trial counsel on the Premera Blue Cross data breach case, in which 11 million people may have been exposed to identity theft."

4. Mr. Cochran's true role in this case has been limited. Following the Court's appointment of leadership, Mr. Cochran reached out several times to Lead Counsel to offer his assistance.

5. Mr. Cochran recommended an expert witness in 2015 that Lead Counsel met with but did not engage.

6. In September 2015, Mr. Cochran suggested a potential source of discovery.

7. In February 2016, Mr. Cochran identified a group of former Premera employees that he wished to attempt to interview. Lead Counsel agreed he could try.

8. In 2017, Mr. Cochran assisted leadership with vetting of his individual clients who served as named plaintiffs and their depositions.

9. Attached as Exhibit 3 is a true and correct copy of a September 10, 2017 email from Mr. Cochran to Tina Wolfson and others in her firm.

10. Other than the tasks listed above, Mr. Cochran and his firm undertook no other substantial, authorized work in this matter.

11. Mr. Cochran and his firm submitted no time records to Lead Counsel despite repeated requests that they do so.

12. Mr. Cochran periodically reached out to Lead Counsel for updates on the case, and Lead Counsel provided him answers whenever he did so.

13. On January 24, 2016, Mr. Cochran contacted Lead Counsel and requested an update on the case progress saying he had clients who had been “hounding him.”

14. Mr. Cochran and I spoke on January 28, 2016 to discuss the status of the litigation. Mr. Cochran said that he wanted to review the discovery served in the case, that he did not have enough information about what was happening in the case, and that if his clients felt ill-informed they would object to any future settlement. Following this call, I provided Mr. Cochran with copies of discovery, as requested. Exhibit 4 is a true and correct copy of my email confirming the contents of that conversation.

15. In July 2016, Premera counsel contacted me and said that Mr. Cochran’s firm had been calling current Premera employees and that such contact was inappropriate. Since I authorized Mr. Cochran’s firm the previous February to only contact an agreed list of *former* Premera employees, I reached out to Mr. Cochran by email thinking there must be some misunderstanding. Exhibit 5 is a true and correct copy of our email exchange on that topic.

16. Mr. Cochran never provided the results of his interviews with former Premera employees to Lead Counsel.

17. Mr. Cochran's two 2016 statements about the fate of a future settlement occurred years before the parties first sat down to mediate this case and well before any terms of a potential settlement were discussed.

18. After months of protracted and difficult negotiations, and before the Parties signed an agreement, Class Counsel reached out to individual lawyers representing named plaintiffs to inform them of the proposed settlement and its terms.

19. On May 9, 2019 Mr. Cochran responded expressing concern that he represented five named plaintiffs but was not included in the mediation. Exhibit 6 is a true and correct copy of his letter.

20. On May 9, 2019 Lead Counsel provided Mr. Cochran with the draft settlement agreement and asked for his input on the draft. At this time, the agreement had not yet been finalized.

21. On May 10, 2019 Mr. Cochran responded raising largely the same complaints as his clients raise in their objections. Exhibit 7 is a true and correct copy of his letter.

22. Mr. Stephens replied on May 16, 2019 addressing Mr. Cochran's concerns in the context of comparable data breach cases, explaining why Mr. Cochran could not have been involved in more aspects of the case, and correcting Mr. Cochran's public assertions that he had been appointed to a leadership position. Exhibit 8 is a true and correct copy of Lead Counsel's letter.

23. Mr. Cochran refused to allow Lead Counsel to talk directly with his clients about any concerns they may have had, so Lead Counsel were unable to determine which concerns belonged to the clients and which to Mr. Cochran.

24. Mr. Cochran and Mr. Stephens met for lunch on May 18, 2019. This lunch meeting was for the purpose of discussing any concerns Mr. Cochran might have to the substance of the proposed settlement agreement.

25. On May 22, 2019 Mr. Cochran replied in writing to Mr. Stephens's last letter, stating that he was not in a position to approve the settlement, again focusing on his lack of involvement in the mediation. Exhibit 9 is a true and correct copy of Mr. Cochran's letter.

26. On May 29, 2019, Lead Counsel and Counsel for Premera finalized and signed the Settlement Agreement.

I declare under penalty of perjury of the laws of the state of Washington and the United States that the foregoing is true and correct.

DATED this 19th day of February, 2020 at Seattle, Washington.

*s/ Jason T. Dennett*

Jason T. Dennett