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

DOUGLAS OWUSU,

Plaintiff,

v.

RENTON SCHOOL DISTRICT,

Defendant.

No. 24-2-10638-3 SEA

AMENDED
~~PROPOSED~~ ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT
[CLERK'S ACTION REQUIRED]

This matter is before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"). Plaintiff, individually and on behalf of the proposed Settlement Class, and Defendant Renton School District ("Defendant") have entered into a Settlement Agreement dated July 23, 2025, that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meanings ascribed to those terms in the Settlement Agreement.

1 Class is so numerous that joinder of all members is impracticable; (2) there are
2 questions of law or fact common to the Settlement Class; (3) the Representative
3 Plaintiff's claims are typical of those of Settlement Class Members; and (4) the
4 Representative Plaintiff will fairly and adequately protect the interests of the
5 Settlement Class.

6 7. The Court preliminarily finds that the Settlement Class satisfies the
7 requirements of Washington CR 23 for settlement purposes: (1) the questions of law
8 or fact common to the Settlement Class predominate over individual questions; and
9 (2) class action litigation is superior to other available methods for the fair and
10 efficient adjudication of this controversy.

11 8. The Court hereby appoints Douglas Owusu as the Representative
12 Plaintiff.

13 9. The Court hereby appoints Timothy W. Emery and M. Anderson Berry
14 of Emery Reddy, PC, as Settlement Class Counsel (collectively, "Class Counsel" or
15 "Settlement Class Counsel").

16 **NOTICE AND ADMINISTRATION**

17 10. Pursuant to the Settlement Agreement, the Parties have designated the
18 CPT Group as the Claims Administrator. The Claims Administrator shall perform all
19 the duties of the Claims Administrator set forth in the Settlement Agreement.

20 11. The Court finds that the Short and Long Notice and Notice Program set
21 forth in the Settlement Agreement satisfy the requirements of due process and
22 Washington CR 23 and provide the best notice practicable under the circumstances.
23 The Short and Long Notice and Notice Program are reasonably calculated to apprise
24 Settlement Class Members of the nature of this Litigation, the scope of the Settlement
25 Class, the terms of the Settlement Agreement, the right of Settlement Class Members
26 to object to the Settlement Agreement or exclude themselves from the Settlement
27 Class and the process for doing so, and of the Final Fairness Hearing. The Court
28 therefore approves the Short and Long Notice and Notice Program and directs the

1 parties and the Claims Administrator to proceed with providing notice to Settlement
2 Class Members pursuant to the terms of the Settlement Agreement and this Order.

3 12. The Claims Administrator shall commence the Notice Program within
4 the time required by the Settlement Agreement.

5 **EXCLUSIONS AND OBJECTIONS**

6 13. Settlement Class Members who wish to opt-out and exclude themselves
7 from the Settlement Class may do so by notifying the Claims Administrator in
8 writing, postmarked no later than MARCH 3rd, 2026 (60 days after the Notice
9 Commencement Date). To be valid, each request for exclusion must be individually
10 signed and timely submitted to the designated Post Office box established by the
11 Claims Administrator. The written notice must clearly manifest a Settlement Class
12 Member's intent to opt-out of the Settlement Class. All Requests for Exclusion must
13 be submitted individually in connection with a Settlement Class Member, *i.e.*, one
14 request is required for every Settlement Class Member seeking exclusion.

15 14. All Settlement Class Members who do not opt out and exclude
16 themselves shall be bound by the terms of the Settlement Agreement upon entry of
17 the Final Approval Order and Judgment.

18 15. Settlement Class Members who wish to object to the Settlement may do
19 so by filing a written objection to the Court in accordance with the procedures
20 outlined in the Long Notice, filed or postmarked no later than MARCH 3rd,
21 2026 (60 days after the Notice Commencement Date). Any Settlement Class Member
22 wishing to object to the Settlement Agreement shall submit a timely written notice
23 of his or her objection by the Objection Date. Such notice shall state: (i) the objector's
24 full name and address; (ii) the case name and docket number – *Douglas Owusu v.*
25 *Renton School District*, Case No. 24-2-10638-3 SEA (Washington State Superior
26 Court for King County); (iii) information identifying the objector as a Settlement
27 Class Member, including proof that the objector is a Settlement Class Member (e.g.,
28 copy of the objector's settlement notice, copy of original notice of the Data Incident,

1 or a statement explaining why the objector believes he or she is a Settlement Class
2 Member); (iv) a written statement of all grounds for the objection, accompanied by
3 any legal support for the objection the objector believes applicable; (v) the identity
4 of any and all counsel representing the objector in connection with the objection; (vi)
5 a statement whether the objector and/or his or her counsel will appear at the Final
6 Fairness Hearing; and (vii) the objector's signature or the signature of the objector's
7 duly authorized attorney or other duly authorized representative (if any) representing
8 him or her in connection with the objection. To be timely, written notice of an
9 objection that substantially complies with 7.1(i)-(vii) must be mailed, with a
10 postmark date no later than the Objection Date, to Class Counsel: Timothy W. Emery
11 of Emery Reddy, PC, 600 Stewart Street, Suite 1100, Seattle, WA 98101; and counsel
12 for Defendant, Marcus McCutcheon, Baker & Hosteller, LLP, 999 Third Avenue,
13 Suite 3900, Seattle, WA 98104. For all objections mailed to Class Counsel and
14 counsel for Defendant, Settlement Class Counsel will file them with the Court with
15 the Motion for Final Approval of Settlement.

16 16. Any Settlement Class Member who does not timely submit a written
17 objection in accordance with these procedures and the procedures detailed in the
18 notice provided to Settlement Class Members and Settlement Agreement shall be
19 deemed to have waived any objection, shall not be permitted to object to the
20 settlement, and shall be precluded from seeking any review of the Settlement
21 Agreement and/or the Final Approval Order by appeal or other means.

22 FINAL APPROVAL HEARING

23 17. The Court will hold a Final Fairness Hearing on APRIL 10th, 2026
24 at 9:00 AM in W 8th at the KCCH.

25 18. At the Final Fairness Hearing, the Court will consider whether:
26 (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should
27 be finally certified for settlement purposes; (c) a final judgment should be entered;
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1 (d) Class Counsel's motion for attorneys' fees and costs should be granted; and (e)
2 the service award sought for Representative Plaintiff should be granted.

3 19. The Court reserves the right to continue the date of the Final Approval
4 Hearing without further notice to Settlement Class Members.

5 **DEADLINES, INJUNCTION & TERMINATION**

6 Event	7 Date
8 Defendant to provide Settlement Class Member data to 9 Claims Administrator	10 14 days after entry of 11 this Order
12 Notice Program per Settlement Agreement commences	13 30 days after entry of 14 this Order
15 Class Counsel's Motion for Attorneys' Fees and Costs 16 and Service Award	17 14 days prior to the 18 Objection Deadline
19 Opt-Out and Objection Deadlines	20 60 days after the 21 Notice MARCH 3, 2026 22 Commencement Date
23 Motion for Final Approval	24 28 days prior to the 25 Final Approval 26 Hearing
27 Replies in Support of Motion for Final Approval and 28 Motion for Attorneys' Fees and Costs and Service Award	14 days prior to the Final Approval Hearing
Final Approval Hearing	At the Court's convenience at least 4/10/26 9:00 AM 125 days after entry of this Order

20. All proceedings and deadlines in this matter, except those necessary to
implement this Order and the settlement, are hereby stayed and suspended until
further order of the Court.

21. All Settlement Class Members who do not validly opt out and exclude
themselves are hereby enjoined from pursuing or prosecuting any of the Released
Claims as set forth in the Settlement Agreement until further order of the Court.

22. In the event that the Settlement Agreement is terminated pursuant to the
terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall

1 become void, shall have no further force or effect, and shall not be used in the
2 Litigation or any other proceedings for any purpose other than as may be necessary
3 to enforce the terms of the Settlement Agreement that survive termination; (b) this
4 matter will revert to the status that existed before execution of the Settlement
5 Agreement; and (c) no term or draft of the Settlement Agreement or any part of the
6 Settling Parties' settlement discussions, negotiations or documentation (including
7 any briefs filed in support of preliminary or final approval of the settlement) shall (i)
8 be admissible into evidence for any purpose in this Litigation or in any other action
9 or proceeding other than as may be necessary to enforce the terms of the Settlement
10 Agreement that survive termination, (ii) be deemed an admission or concession by
11 any Settling Party regarding the validity of any of the Released Claims or the
12 propriety of certifying any class against Defendant, or (iii) be deemed an admission
13 or concession by any Settling Party regarding the truth or falsity of any facts alleged
14 in the Litigation or the availability or lack of availability of any defense to the
15 Released Claims.

16 **IT IS SO ORDERED.**

17 Dated: 12/5/2025 
18 HON. SAMUEL S. CHUNG

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