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

DOUGLAS OWUSU, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

RENTON SCHOOL DISTRICT,

Defendant.

NO. 24-2-10638-3 SEA

**DECLARATION OF TIMOTHY W.
EMERY IN SUPPORT OF
PLAINTIFF’S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

I, Timothy W. Emery, make the following declaration based upon my personal knowledge, and where stated, upon information and belief.

1. I am a partner at the law firm Emery Reddy PC. Together with M. Anderson Berry of Emery Reddy PC, we are the attorneys of record for Plaintiff Douglas Owusu and the proposed Settlement Class in this matter.

2. I submit this declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Settlement. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration, and I could testify competently to them if called upon to do so.

3. As a law firm, Emery Reddy PC has prosecuted numerous multi-million dollar class actions, including product liability, data privacy, consumer protection, telephone consumer protection act, and securities cases. Emery Reddy PC’s extensive experience is more fully described in the firm’s resume, attached to this declaration as Exhibit 1.

1 4. I have represented plaintiffs in consumer protection and securities class actions
2 around the country, and in Washington State.

3 5. My recent successful class resolutions include, but are not limited to:

- 4 • *Abrego Olea v. Vessel WA Operations, LLC*, No. 22-2-06944-9 (King Cty. Sup. Ct.)
5 (secured payments to the class for non-compete violations);
- 6 • *Atkinson v. Burberry Ltd.*, No. 23-2-19460-8 (King Cnty. Super. Ct. Dec. 6, 2024)
7 (*secured payments to the class for EPOA violations*);
- 8 • *Clopp v. Pacific Market Research LLC*, No. 21-2-08738-4 (King Cty. Sup. Ct.)
9 (secured payments to the class in data breach action);
- 10 • *Cottingham v. Washington Traffic Control, LLC*, No. 22-2-02152-7 (King Cty. Sup.
11 Court) (secured payments to the class for minimum wage violations);
- 12 • *Garcia v. Washington State Department of Licensing*, No. 22-2-05635-5 (King Cty.
13 Sup. Ct.) (secured \$3.6 million settlement for data breach violations);
- 14 • *Gegax v. Ann / Judith In Home Caregivers of Western Washington, LLC*, No. 22-2-
15 17728-4 (King Cty. Sup. Ct.) (secured payments to the class for non-compete
16 violations);
- 17 • *Jens v. Tori Belle Cosmetics, LLC*, No. 22-2-06641-5 (King Cty. Sup. Ct.) (secured
18 \$9,889,985.51 class judgment for violation of RCW 49.62);
- 19 • *Jones v. eFinancial, LLC*, No. 22-2-19385-9 (King Cty. Sup. Ct.) (secured payments
20 to the class for non-compete violations);
- 21 • *Moliga v. Marriott Intl Inc.*, No. 23-2-19493-4 (King Cnty. Super. Ct.) (*secured*
22 *payments to the class for EPOA violations*);
- 23 • *Morey v. Aftermath Services, LLC*, No. 2:21-cv-00885 (W.D. Wash.) (secured
24 payments to the class for missed meals, breaks, and minimum wage violations);
- 25 • *Morrow v. Maverick Washington, LLC*, No. 22-2-03653-2 (King Cty. Sup. Ct.)
26 (secured payments to the class for missed meals and breaks, and minimum wage
27 violations);
- *Saraceno-Oliveri v. Solgen Power, LLC*, No. 23-2-09228-7 (King Cty. Sup. Ct.)
(secured payments to the class for non-compete violations);
- *Viveros v. Perfect Blend, LLC*, No. 23-2-05511-0 (King Cnty. Super. Ct.) (secured
payments to two classes for EPOA and MWA violations);
- *Yount v. Williams Sonoma*, No. 24-2-06599-7 (King Cnty. Super. Ct. (secured
payments to the class for EPOA violations).

1 6. I regularly litigate in Washington Superior Court where my firm has resolved
2 hundreds of employment and consumer law matters, such as *Frisino v. Seattle School District*
3 No. 1, 160 Wn. App. 765 (2011), cert. denied, 172 Wn.2d 1013 (2011).

4 7. Prior to serving Washington workers and consumers, I served as regulatory and
5 litigation defense counsel for GMAC Mortgage Corp., Credit.com, and Creditrepair.com. I
6 likewise spent nearly a decade as General Counsel to H.I.G. Capital, LLC portfolio entities,
7 where I was responsible for managing litigation in the consumer and credit space, including
8 lawsuits filed for alleged violations of the CROA, TCPA, TSR, and various state CPAs.
9

10 8. In this role, I successfully resolved dozens of national class action matters,
11 including *Ducharme v. John C. Heath Attorney at Law, PLLC*, No. 3:10-cv-02763 (N.D. Cal.),
12 which reinterpreted the CROA, 15 U.S.C. §§ 1679-1679j, permitting credit repair organizations
13 to engage in periodic billing procedures.
14

15 9. My fellow Co-Counsel has vast experience representing clients in class action
16 litigation on a national level. They have engaged in complex litigation throughout the country
17 and have successfully both prosecuted and defended class litigation addressing substantive legal
18 questions in the fields of data security breaches, securities, ERISA, banking, antitrust, and
19 consumer protection law. Fellow Class Counsel's experience is more fully described in the firm
20 resume. *See* Exhibit 1.
21

22 10. As set forth above, Co-Counsel has significant experience litigating, trying, and
23 settling class actions, including consumer and data breach class actions, and numerous courts
24 have previously approved us as class counsel in data breach cases due to our qualifications,
25 experience, and commitment to the prosecution of cases. Moreover, we have put our collective
26
27

1 experience to use in negotiating an early-stage settlement that guarantees immediate relief to the
2 Plaintiffs.

3 11. My years of experience representing individuals in complex class actions—
4 including data breach actions—contributed to an awareness of Plaintiffs’ settlement leverage, as
5 well as the needs of the Plaintiff. I believe that our client would ultimately prevail in the litigation
6 on a class-wide basis. However, I am also aware that a successful outcome is uncertain and would
7 be achieved, if at all, only after prolonged, arduous litigation with the attendant potential risk of
8 drawn-out appeals.
9

10 12. It is my individual opinion, and that of my Co-Counsel, based on our substantial
11 experience, that this settlement provides significant relief to the Class and warrants the Court’s
12 preliminary approval.
13

14 13. I believe that this settlement is fair, reasonable, and adequate, and provides
15 substantial benefits for Plaintiff. The settlement provides significant relief to Plaintiff, and I
16 strongly believe that it is favorable to Plaintiff. It is, in my opinion, worthy of preliminary
17 approval.
18

19 14. The Parties in this case reached a settlement in principle after participating in
20 mediation and weeks of arms-length negotiations with the assistance of respected mediator Jill
21 Sperber of Sperber Dispute Resolution. Prior to the settlement, the parties had exchanged
22 informal discovery, a settlement demand, and mediation briefing in which the parties articulated
23 their positions on the merits of the claims and defenses at issue in the Litigation. In addition,
24 Class Counsel conducted an investigation into the facts and law regarding the Litigation and
25 concluded that a settlement according to the terms of the Settlement Agreement is fair,
26 reasonable, and adequate. If approved, the Settlement Agreement will resolve all pending
27

1 litigation and provide outstanding relief. The terms of the Settlement Agreement were executed
2 and finalized on July 23, 2025. A true and correct copy of the Settlement Agreement is attached
3 hereto as Exhibit 2.

4 15. The Settlement requires Defendant to pay a total of \$485,000 into a non-
5 reversionary common fund created by the Claims Administrator, within twenty-one (21) days of
6 an order granting preliminary approval of the Settlement Fund or receiving payment instructions
7 and a W-9 from the Claims Administrator, whichever is later. This Fund will be used to pay: (i)
8 Compensation for Ordinary Losses; (ii) Compensation for Extraordinary Losses; (iii) Costs of
9 Claims Administration; (iv) service awards; and (v) attorney's fees and litigation expenses. I,
10 along with my co-counsel, believe this \$485,000 Settlement Fund will be more than ample to
11 accommodate the amounts drawn from it.
12

13 16. Class Counsel, including myself, strongly endorse this settlement. Notably, with
14 our endorsement comes extensive experience as vigorous class action litigators. We are well
15 suited to advocate on behalf of Plaintiffs.
16

17 17. The Parties did not discuss the payment of attorneys' fees, costs, expenses and/or
18 service award to the Class Representative until after the substantive terms of the settlement had
19 been agreed upon, other than that the Settlement Fund would include the payment of reasonable
20 attorneys' fees, costs, expenses and service award to the Class Representative as may be agreed
21 to by Defendant and Class Counsel and/or as ordered by the Court.
22

23 18. A \$485,000 common fund settlement for roughly 30,370 Settlement Class
24 Members is a substantial recovery for the Class. Class Counsel's opinion that the Settlement is
25 fair and reasonable is informed by similar privacy case based on the per class member recovery
26 amount. This matches or exceeds the per class members value of common fund settlements in
27

1 several recent cases that also involved the alleged theft of sensitive, private information such as
2 Social Security numbers:

3 Case Name	4 Case Number	5 Settlement Amount	6 Class Size (appx.)	7 Per Person
8 <i>Cochran v. Kroger Co.</i>	No. 5:21-cv-01887 (N.D. Cal.)	\$5,000,000	3,825,200	\$1.31
<i>Thomsen v. Morley Cos. Inc.</i>	No. 1:22-cv-10271 (E.D. Mich.)	\$4,300,000	694,679	\$6.19
<i>Reynolds v. Marymount Manhattan College</i>	No. 1:22-cv-06846 (S.D.N.Y.)	\$1,300,000	191,572	\$6.78

9 19. Subject to Court approval, Class Counsel will ask the Court to approve, and
10 Defendant does not oppose, an award of attorneys' fees up to one-third of the Settlement Fund,
11 or \$161,667, and litigation costs and expenses not to exceed \$25,000.

12 20. The Settlement Agreement also provides for a reasonable service award of
13 \$15,000 to the Class Representative.

14 21. The proposed Class Representative and Class Counsel will seek the Court's
15 approval of the requested attorneys' fees, costs, expenses, and service awards through separate
16 motion.
17

18 I declare under penalty of perjury of the laws of the State of Washington that the
19 foregoing is true and correct.

20 Executed in Seattle, Washington, this 23rd day of October, 2025.

21
22
23 By: /s/Timothy W. Emery
24 Timothy W. Emery, WSBA No. 34078
25
26
27

EXHIBIT 1

Emery | Reddy, PC

CLASS ACTION LITIGATION, L&I LAW,
EMPLOYMENT LAW, & PERSONAL INJURY

600 Stewart Street, Suite 1100 | Seattle, WA 98101 | P: 206.442.9106 | F: 206.441.9711 | www.emeryreddy.com



Since 2005, Emery | Reddy has recovered hundreds of millions of dollars for thousands of clients.

We specialize in the complex intersection of Class Action Litigation, L&I Law, Employment Law, Personal Injury, securing justice against corporations that put profits over people. Our results-driven approach has earned both local and national recognition.

Our success is driven by a collaborative team of experienced, creative, professionals committed to winning every case. Year after year, clients and legal peers alike honor our firm for delivering exceptional results.

ABOUT US

We represent workers in cases involving FMLA, wage disputes, disability and ADA claims, discrimination, harassment, whistleblower retaliation, and more—often against Washington’s largest employers. Notably, we prevailed in *Frisino v. Seattle School District No. 1*, a landmark win expanding state disability accommodations for workers.

TESTIMONIALS

“The team at Emery | Reddy are real life super heroes!”
— Janette N., Client

“If you need attorneys who win, pick Emery | Reddy.”
— Shadow S., Client

“Tim is a great attorney who zealously looks out for his clients’ best interests, while at the same time maintaining a professional, respectful, and reasonable approach with Opposing Counsel.”
— Pete N., Opposing Counsel



We help workers.®

Our Attorneys



TIMOTHY W. EMERY

Timothy W. Emery is a founding partner of Emery Reddy, PC, a downtown Seattle civil litigation law firm formed in 2005. He has successfully represented thousands of clients and amassed numerous

awards and recognition for his skilled representation of Washington workers and consumers nationwide. Mr. Emery is currently lead or co-lead in over 250 class action cases in state and federal court.

EDUCATION

- J.D., Seattle University School of Law, 2003
- M.B.A., University of Washington, 2013
- B.B.A., Pacific Lutheran University, 1999

ADMITTED TO PRACTICE

- Washington State
- Utah State
- U.S. District Court, Western District of Washington
- U.S. District Court, Eastern District of Washington
- U.S. District Court, District of Colorado
- U.S. District Court, District of Utah
- Ninth Circuit Court of Appeals

AREAS OF CONCENTRATION

- Employment Law
- Class Actions
- Consumer Law
- Privacy Rights Law

PROFESSIONAL AND COMMUNITY INVOLVEMENT

- Inns of Court
- Association of Corporate Counsel
- Washington State Association for Justice
- Washington State Trial Lawyers Association, EAGLE member

RECENT SUCCESSES (2023 - 2024)

Since 2023, Mr. Emery, as lead counsel, has resolved over \$150MM in class action matters in state and federal courts on behalf of workers and consumers. These landmark wins for workers include:

- *David v. Freedom Vans, LLC*, 4 Wn.3d 242 (2025) (Washington Supreme Court victory overturning a lower court ruling that upheld restrictive non-compete agreements. The decision reinforced protections for low-wage workers and clarified limits on employer-imposed restrictions, marking a major win for employee mobility and fair labor practices.);
- *Branson v. Wash. Fine Wine & Spirits, LLC*, No. 103394-0, 2025 Wash. LEXIS 442 (Sept. 4, 2025) (Achieved a landmark victory for Washington

workers before the Washington Supreme Court, which ruled that “job applicant” under the state’s pay transparency law means anyone who applies to a job posting, ensuring workers can hold employers accountable without facing the impossible burden of proving subjective intent);

- *Frisino v. Seattle School District No. 1*, 160 Wn. App. 765 (2011), cert. denied, 172 Wn.2d 1013 (2011) (Court of Appeals ruled that employers must engage in an interactive process to create reasonable accommodations for disabled workers);
- *Jens v. Tori Belle Cosmetics, LLC*, No. 22-2-06641-5 (King Cnty. Super. Ct. (First class action judgment in Washington history under RCW 49.62);

These victories also include groundbreaking wins in the data breach and data privacy spaces, including:

- *Nunley v. Chelan-Douglas Health Dist.*, No 39571-5-III, 2024 Wash. App. LEXIS 2196 (Wash. Ct. App. Oct. 31, 2024) (Appeals win in a landmark privacy case (the first in the nation) holding that companies that collect PII and PHI have a duty to use reasonable care storing this information);
- *Garcia v. Washington State Department of Licensing*, No. 22-2-05635-5 (King Cnty. Super. Ct.) (Second largest resolution in Washington state history for data and privacy breaches).



PATRICK B. REDDY

Patrick Reddy is a founding member of Emery | Reddy, PC and litigates workers’ compensation and employment matters throughout Washington state. He regularly practices before the Board of

Industrial Insurance Appeals (BIIA), Washington superior courts, Washington Court of Appeals, Washington Supreme Court, and the United States District Courts of Eastern and Western Washington. He was lead trial counsel in *Frisino v. Seattle School District No. 1*, a Court of Appeals decision (review denied by the Washington Supreme Court) where the Court required employers to engage in the interactive process of accommodating employees with disabilities, even after some failed attempts at accommodation.

EDUCATION

- J.D., Seattle University School of Law, 2003, cum laude
- B.A., Boston College, 1999, cum laude

ADMITTED TO PRACTICE

- Washington State

- U.S. District Court, Western District of Washington
- U.S. District Court, Eastern District of Washington
- Ninth Circuit Court of Appeals

AREAS OF CONCENTRATION

- Workers' Compensation
- Employment Law
- Class Actions
- Personal Injury Law
- Third-Party Claims

PROFESSIONAL AND COMMUNITY INVOLVEMENT

- Seattle Legal Clinic

PUBLICATIONS AND MENTIONS

- *NJ Law Journal*, "Workers' Compensation System: A Poster Child for Health Care Reform"
- *Buzzfeed*, "'He Thinks He's Untouchable': Sexual Harassment Case Exposes Renowned Ebola Scientist"
- *Seattle Times*, "Man Assaulted in Westlake Park Files Claim Against City"
- *Everett Herald*, "After Cop's Suicide, Everett Picked 'Money Over the People,' Family Says"



M. ANDERSON BERRY

M. Anderson Berry is an experienced civil litigator. He is dedicated to protecting individuals' private information and holding defendants accountable for privacy violations. He is also dedicated to uncovering fraud

perpetrated against federal and state governments and holding those defendants accountable.

As an Assistant United States Attorney for the Eastern District of California, Anderson handled a wide variety of False Claims Act cases and other civil actions, recovering millions of dollars for the U.S. Government.

Before working as a federal civil prosecutor, Anderson worked for a prominent global law firm, where he represented clients in international arbitration and complex commercial litigation. He worked with clients in a broad array of industries, including oil and gas, alcohol distribution, retail, and pharmaceuticals. Anderson handled matters arising not only on U.S. soil, but also throughout Africa and Latin America.

Before attending law school, Anderson was an experienced private investigator. He handled homicide cases for the Contra Costa and San Francisco Public Defenders' Offices; civil cases and internal investigations for private attorneys and electronics retailers; and in-depth general investigations for 60 Minutes and CBS News with Dan Rather.

Anderson grew up in Northern California, where he graduated from U.C. Berkeley School of Law. He also attended U.C. Berkeley for his undergraduate degree, graduating with highest honors. He was awarded the Eisner Prize for prose, U.C. Berkeley's highest writing honor open to all undergrad and graduate students.

Anderson and his wife reside in Fair Oaks with their three sons, various snakes and lizards, three dogs, and one grumpy catfish.

EDUCATION

- J.D., University of California, Berkeley School of Law
- B.A., University of California, Berkeley

ADMITTED TO PRACTICE

- California State
- Washington State
- U.S. District Court, Northern District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Central District of California
- U.S. District Court, Southern District of California
- U.S. District Court, Western District of Washington
- U.S. District Court, Northern District of Illinois
- U.S. District Court, Eastern District of Michigan
- U.S. District Court, Northern District of Indiana
- U.S. District Court, Southern District of Indiana
- U.S. District Court, District of Nebraska
- U.S. District Court, District of Colorado
- Fourth Circuit Court of Appeals
- Ninth Circuit Court of Appeals

AREAS OF CONCENTRATION

- Privacy Rights Law
- Data Breach and Data Privacy
- False Claims Act Whistleblower Representation / Qui Tam
- Internal Revenue Service Whistleblower Representation
- Consumer Law

PROFESSIONAL AND COMMUNITY INVOLVEMENT

- San Juan Unified School District, Chairperson of School Board Facilities Committee (2021-2023)

RECENT CLASS COUNSEL

AND LEADERSHIP APPOINTMENTS

Anderson has been appointed to many leadership positions in national class action cases, including these current appointments:

- *Burgin et al. v. Housing Authority of the City of Los Angeles*, No. 23STCV06494 (Cal. Super. Ct. Los Angeles Cnty.) (co-lead counsel);
- *Cordell v. Patelco Credit Union*, No. 24CV082095 (Super. Ct. Cal. Alameda Cnty.) (co-lead counsel);
- *Desue v. 20/20 Eye Care Network, Inc. et al.*, No. 0:21-cv-61275 (S.D. Fla.) (exec. comm.);
- *Dudurkaewa et al. v. Midfirst Bank, et al.*, 5:23-cv-00817-R (W.D. Okla.) (exec. comm.);
- *Garcia v. Set Forth, Inc.*, No. 24-CV-11688 (N.D. Ill.) (exec. comm.);
- *Garcia v. Wash. Dep't of Licensing*, No. 22-2-05635-5 (King Cnty. Super. Ct.) (co-lead counsel);
- *Gates v. Western Washington Medical Group*, No. 23-2-08498-31 (Snohomish Cnty. Super. Ct.) (exec. comm.);

- *Hasbrook v. EP Global Production Solutions, LLC*, No. 23STCV19711 (Cal. Super. Ct. Los Angeles Cnty.) (co-lead counsel);
- *Holmes v. Elephant Insurance Company, et al.*, No. 3:22-cv-00487-JAG (E.D. Va.) (co-lead counsel);
- *Hulse v. Acadian Ambulance Service, Inc.*, No. 6:24-cv-01011-DCJ (W.D. La.) (exec. comm.);
- *In re Arthur J. Gallagher Data Breach Litig.*, No. 1:21-cv-04056 (N.D. Ill.) (co-lead counsel);
- *In re Avis Rent A Car System, LLC, Security Incident Litig.*, No. 2:24-cv-09243-JXN (D.N.J.) (co-lead counsel);
- *In re CaptureRx Data Breach Litig.*, No. 5:21-cv-00523 (W.D. Tex.) (co-lead counsel);
- *In re Cerebral, Inc. Privacy Practices*, No. 2:23-cv-01803-FMO (C.D. Cal.) (liaison counsel);
- *In re Eureka Casino Breach Litig.*, No. 2:23-cv-00276-CDS-DJA (D. Nev.) (co-lead counsel);
- *In re Fred Hutchinson Cancer Ctr. Data Breach Litig.*, No. 23-2-24266-1 (King Cnty. Super. Ct.) (co-lead counsel);
- *In re Laboratory Serv. Coop. Data Breach Litig.*, No. 2:25-cv-00685 (W.D. Wash.); (plaintiffs' steering committee);
- *In re Lakeview Loan Servicing Data Breach Litig.*, No. 1:22-cv-20955-DPG (S.D. Fla.) (exec. Comm.);
- *In re Landmark Admin LLC Data Incident Litig.*, No. 6:24-cv-082-H (N.D. Tex.) (exec. comm.);
- *In re Mednax Servs., Inc., Customer Data Security Breach Litig.*, No. 21-md-02994 (S.D. Fla.) (exec. comm.);
- *In re Overby-Seawell Company Customer Data Security Breach*, No. 1:23-md-03056-SDG (N.D. Ga.) (co-lead counsel);
- *In re Panera Data Security Litig.*, No. 4:24-cv-847-HEA (E.D. Mo.) (co-lead counsel);
- *In re PowerSchool Holdings, Inc. and PowerSchool Group, LLC, Customer Security Breach Litig.*, No. 25-md-3149-BEN-MSB (S.D. Cal.) (exec. comm.);
- *In re Proliance Surgeons Data Breach Litigation*, No. 23-2-23579-7 SEA (King Cnty. Super. Ct.) (exec. comm.);
- *In re Prospect Medical Holdings, Inc., Data Breach*, No. 2:23-cv-03216-WB (E.D. Pa.) (co-lead counsel);
- *In re Sequoia Benefits and Insurance Data Breach Litig.*, No. 3:22-cv-08217-RFL (N.D. Cal.) (exec. comm.);
- *In re Signature Performance Data Breach Litigation*, No. 8:24-cv-00230-BBCB-MDN (D. Neb.) (co-lead counsel);
- *In re Snap Fin. Data Breach Litig.*, No. 2:22-cv-00761 (D. Utah) (co-lead counsel);

- *Kersey v. Therapeutic Health Serv.*, No. 24-2-17679-9 (King Cnty. Super. Ct.) (lead counsel);
- *Margul v. Evolve Bank & Trust*, No. 1:24-cv-03259-DDD (D. Colo.) (co-lead counsel);
- *Mcauley, et al. v. Pierce College District*, No. 23-2-11064-7 (Pierce Cnty. Super. Ct.) (exec. comm.);
- *Pace v. Omni Family Health*, No. 1:24-cv-01277-JLT (E.D. Cal.) (co-lead counsel);
- *Rossi v. Claire's Stores*, No. 1:20-cv-05090 (N.D. Ill.) (co-lead counsel);
- *Smith v. Apria Healthcare, LLC*, No. 1:23-cv-01003-JPH-KMB (S.D. Ind.) (exec. comm.);
- *Swan v. North American Breaker Company, LLC*, No. 2:25-cv-02002-HDV-KES (C.D. Cal.) (co-lead counsel);
- *Ware v. San Geronio Memorial Hosp.*, CVRI2301216 (Cal. Super. Ct. Riverside Cnty.) (co-lead counsel).



KAROLINA S. ARTHUR

Karolina S. Arthur is an Attorney and has been with Emery | Reddy, PC since 2017. Karolina began her career practicing Intellectual Property Law in the Seattle area. Prior to working at Emery | Reddy, Karolina spent 10

years with Bar/Bri Bar Review preparing students for the WA, OR, AK, MT bar exams. It was her experience helping students and managing teams of reps that have helped her in her role at Emery | Reddy where she manages the Workers' Compensation team in the Seattle office. Karolina strives for the just treatment and full healing of all of our Clients, and her care for individuals shines through in her work. Karolina brings her organizational skills, deep knowledge of the legal industry, and eye for career development and training to Emery | Reddy. With her leadership, the Workers' Comp teams has helped thousands of injured workers.

EDUCATION

- J.D., Seattle University School of Law, 2003, cum laude
- B.A., University of Washington, 1999

ADMITTED TO PRACTICE

- Washington State).



CALUM BRYANT

Calum Bryant is an Associate at Emery | Reddy, PC who litigates employment and workers' compensation matters across Washington state. Calum started with Emery | Reddy in 2021 as a

document clerk, where he discovered a passion for the advancement of workers' rights and the resolution of employment issues. Outside his practice, he enjoys reading mystery novels and playing with his dog, Noodle.

EDUCATION

- J.D., University of Washington School of Law, 2025, High Honors
- B.A., University of Washington, 2021, cum laude

ADMITTED TO PRACTICE

- Washington State

AREAS OF CONCENTRATION

- Employment Law
- Class Actions
- Workers' Compensation
- Appellate Litigation



PAUL CIPRIANI, JR.

Paul Cipriani Jr. is an Associate at Emery | Reddy, PC who litigates employment matters throughout Washington state. Paul started with Emery | Reddy in 2018 as a member of our intake team, where

he became passionate about workers' rights and Employment Law issues.

EDUCATION

- J.D., Seattle University School of Law, 2022
- B.S., Oregon State University, 2018

ADMITTED TO PRACTICE

- Washington State
- U.S. District Court, Western District of Washington
- U.S. District Court, Eastern District of Washington
- Ninth Circuit Court of Appeals

AREAS OF CONCENTRATION

- Employment Law
- Class Actions
- Consumer Law
- Privacy Rights Law



PAIGE V. GAGLIARDI

Paige V. Gagliardi is an Associate at Emery | Reddy, PC. Paige has handled numerous complex litigation and appellate matters in a variety of subject areas. With a diverse legal resume, Paige draws upon her prior

work in criminal justice, insurance defense, medical malpractice, and intellectual property. She focuses her practice on class actions, employment law, and workers' compensation, advocating for the rights of workers with dedication and precision.

EDUCATION

- J.D., University of Washington School of Law, 2022
- B.A., University at Buffalo SUNY, 2019, summa cum laude

ADMITTED TO PRACTICE

- Washington State
- U.S. District Court, Western District of Washington
- U.S. District Court, Eastern District of Washington

AREAS OF CONCENTRATION

- Class Actions
- Employment Law
- Workers' Compensation



BROOK GARBERDING

Brook Garberding is an accomplished attorney and business executive with over two decades of cross-disciplinary experience, specializing in complex litigation and privacy and data class actions. His background

spans business law, finance, compliance, risk management, and corporate advisory, allowing him to bring a unique and multidisciplinary perspective to the full lifecycle of litigation — from case development and discovery through settlement and enforcement. Brook is deeply committed to achieving meaningful outcomes for affected individuals while driving structural improvements in organizational data protection, making him a key contributor to the firm's data privacy and cybersecurity practice.

EDUCATION

- LL.M. in Taxation, University of Washington School of Law, 2007
- J.D. Seattle University School of Law, 2025
- M.B.A, Seattle University Albers School of Business & Economics, 2004
- Dual B.S. in Business and Accounting, Central Washington University, 1999

ADMITTED TO PRACTICE

- Washington State
- U.S. District Court, Western District of Washington
- U.S. Tax Court

AREAS OF CONCENTRATION

- Complex Litigation
- Privacy and Data Breach Law



HANNAH HAMLEY

Hannah Hamley is an Associate at Emery | Reddy, PC, where she focuses on employment law, class actions, and appellate litigation. She plays a lead role in the firm's motion and appellate practice, drawing on

extensive experience in legal writing and advocacy. Before joining the firm, Hannah served as law clerk to Associate Chief Justice Charles W. Johnson of the Washington State Supreme Court for three years. She has spent much of her career and education focusing on immigration law, advocating for asylum seekers and those facing deportation. Outside her practice, Hannah enjoys coaching appellate moot court teams, reading science fiction, and salsa dancing.

EDUCATION

- J.D., Seattle University School of Law, 2021, cum laude
- B.A., University of California, Los Angeles, 2015

ADMITTED TO PRACTICE

- Washington State
- U.S. District Court, Western District of Washington
- Ninth Circuit Court of Appeals

AREAS OF CONCENTRATION

- Class Actions
- Employment Law
- Appellate Litigation



GREGORY HAROUTUNIAN

Born and raised in the suburbs of New York City, Gregory Haroutunian spent six years practicing in the Northeast, focusing on surety bond law and construction defect cases as well as products liability and

medical device law.

Gregory Haroutunian has spent his career developing a wide range of experience in civil litigation. Before attending law school, Gregory first spent two years as a paralegal, learning the ins and outs of general civil litigation and elder law. Gregory attended the Georgetown University Law Center where he graduated cum laude. While at Georgetown Gregory held a year-long judicial internship under Chief Administrative Law Judge Ronnie A. Yoder of the United States Department of Transportation and served as a legal intern at the National Whistleblowers' Center and the firm Kohn, Kohn, & Colapinto where he had his first experiences in Qui Tam and fraud cases.

After Gregory moved to California in 2019, he first gained experience practicing general civil litigation, including cases ranging from construction defects to personal injury to landlord/tenant.

At Emery | Reddy, Gregory has returned to his first passion in his law practice, working on False Claims Act and Class Action matters. He brings his diverse experience in other fields into this practice and merges them with his tireless drive to help people and advance the interests of his clients.

EDUCATION

- J.D., Georgetown University Law Center, 2012
- A.B., Columbia University, 2007

ADMITTED TO PRACTICE

- New York State
- New Jersey State
- California State
- U.S. District Court, Northern District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Central District of California
- U.S. District Court, Southern District of California
- U.S. District Court, Northern District of New York
- U.S. District Court, Southern District of New York
- U.S. District Court, Northern District of Indiana

- U.S. District Court, Southern District of Indiana
- U.S. District Court, District of New Jersey
- U.S. District Court, District of Nebraska
- U.S. District Court, Eastern District of Wisconsin

AREAS OF CONCENTRATION

- Class Action
- Consumer Privacy
- Data Breach
- Qui Tam / False Claims

PROFESSIONAL AND COMMUNITY INVOLVEMENT

- Capital City Trial Lawyers Association

PUBLICATIONS AND MENTIONS

- *Consumer Protection Aviation Fare Advertisement and Denied Boarding*, (2014) 20 CLJP/JDCP 197-221 (2014).

RECENT CLASS COUNSEL AND LEADERSHIP APPOINTMENTS

- *Accurso v. Western Electrical Contractors Assoc.*, No. 24CV017855 (Cal. Super. Ct. Sacramento Cnty.) (liaison counsel);
- *Benavides v. HopSkipDrive, Inc.*, No. 23STCV31729 (Cal. Super. Ct. Los Angeles Cnty.) (co-lead counsel);
- *Bitmouni v. Paysafe Payment Processing Solutions, LLC*, 3:21-cv-00641-JCS (N.D. Cal.) (class counsel);
- *Bohannon, et al. v. Lyon Real Estate*, No. 23CV009153 (Cal. Super. Ct. Sacramento Cnty.) (class counsel);
- *Franchi v. Barlow Respiratory Hospital*, No. 22STCV09016 (Cal. Super. Ct. Los Angeles County) (class counsel);
- *Gilbert et al. v. BioPlus Specialty Pharmacy Services, LLC*, Case No. 6:21-cv-02158-RBD-DVI (M.D. Fla.) (class counsel);
- *Hoover v. ASM Global Parent, Inc.*, No. 2:24-cv-10794-WLH-PVC (C.D. Cal.) (class counsel);
- *In re Avis Rent a Car System, LLC Security Incident Litig.*, No. 2:24-cv-09243 (D.N.J.) (co-lead counsel);
- *In re Blackhawk Network Data Breach Litig.*, No. 3:22-cv-07084-CRB (N.D. Cal.) (class counsel);
- *In re Ethos Technologies Inc. Data Breach Litig.*, 3:22-cv-09203-SK (N.D. Cal.) (class counsel);
- *In re F21 OPCO, LLC Data Breach Litig.*, No. 2:23-cv-07390-MEMF-AGR (C.D. Cal.) (co-lead counsel);
- *In re Radiology Assoc of Richmond Data Security Litig.*, No. 3:25-cv-00518-DJN (E.D. Va.) (plaintiff's executive committee);
- *In re SAG Health Data Breach Litig.*, No. 2:24-cv-10503-MEMF-JPR (C.D. Cal.) (co-lead counsel);
- *Parker v. Metromile, LLC*, No. 27-2022-000-49770-CU-BT-CTL (Cal. Super. Ct. San Diego Cnty.) (class counsel);
- *Sanguinetti v. Nevada Restaurant Services, Inc.*, 2:21-cv-01768-RFB-DJA (D. Nev.) (class counsel).



BRANDON JACK

Brandon Jack is a seasoned complex litigation attorney at Emery | Reddy, committed to defending the rights of consumers and workers nationwide. He litigates against corporations and other entities that violate

individuals' civil, consumer, and privacy rights. After years of representing major corporations and insurance companies, Brandon now dedicates his entire practice to complex litigation on behalf of individuals, fighting for those whose rights have been compromised.

EDUCATION

- J.D., McGeorge School of Law, 2018
- B.A., University of California, Santa Barbara, 2016

ADMITTED TO PRACTICE

- California State;
- U.S. District Court, Northern District of California;
- U.S. District Court, Eastern District of California;
- U.S. District Court, Central District of California;
- U.S. District Court, District of Colorado;
- U.S. District Court, Southern District of Indiana

AREAS OF CONCENTRATION

- Class Action
- Data Breach
- Privacy Rights
- Qui Tam / False Claims
- Employment Law
- Corporate Law

PROFESSIONAL AND COMMUNITY INVOLVEMENT

- Sacramento County Bar Association
- Junior Barristers Division
- Inns of Court
- McGeorge Bankruptcy Clinic

RECENT SUCCESSES (2023 - 2024)

- *Bohannon v. Lyon Real Estate*, 23CV009153 (Cal. Super. Ct. Sacramento Cnty.) (class counsel);
- *Hasbrook v. EP Global Production Solutions, LLC*, No. 23STCV19711 (Cal. Super. Ct. Los Angeles Cnty.);
- *In re Arthur J. Gallagher Data Breach Litigation*, No. 1:21-cv-04056 (N.D. Ill.);
- *Tony Gonzalez et al. v. Palo Verde Hospital District*, CVRI2502320 (Cal. Super. Ct. Riverside Cnty.) (co-lead counsel).



ANDREW SNYDER

Andrew Snyder is an Emery | Reddy Attorney based in Austin, Texas. Although his practice now focuses on class action, data breaches, and Qui Tam claims, Andrew has experience counseling in everything from

criminal to public utilities to probate law.

During his law school tenure, Andrew studied abroad at Oxford University and served as a corporate extern for

Hunt Oil Company in downtown Dallas, Texas. Passionate about service and charitable work, Andrew interned at the Constitutional Law Center for Muslims in America, a nonprofit organization that assisted indigent clients throughout the United States with various legal issues. While interning there, Andrew assisted drafting and filing a writ of certiorari to the United States Supreme Court. Andrew was an honoree of the Pro Bono College of the State Bar of Texas in 2017 for his efforts.

Andrew is a member of the Emery | Reddy Data Breach Team, bringing his wide-ranging experience to represent victims who have stolen and exposed data. Andrew was a founding Austin Bar Association's data privacy group member. He developed an interest in data privacy while in law school and presented at a conference in Atlanta, Georgia, in 2018. He obtained his Certified Information Privacy Professional certification from the International Associate of Privacy Professionals in 2021.

Outside of work, Andrew is an avid soccer player who has held season tickets for Austin FC since its founding. When not enthralled by soccer, you can usually find Andrew at trivia nights around Austin or walking his two dogs, Ann Perkins and Ladybird, with his wife. On occasion, he can coax his mercurial cat, Cat, into sitting on his lap.

EDUCATION

- J.D., Southern Methodist University Dedman School of Law, 2018
- B.A., Southwestern University, 2013

ADMITTED TO PRACTICE

- Texas State;
- U.S. District Court, Northern District of Texas

AREAS OF CONCENTRATION

- Class Action
- Data Breach
- Qui Tam / False Claims

PROFESSIONAL AND COMMUNITY INVOLVEMENT

- Austin Bar Association
- Austin Bar Association — Data Privacy Section
- International Association of Privacy Professionals

Counsel Qualifications

- *Abbot v. OpenGov, Inc.*, No. 24-2-15636-4 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations) (pending final approval);
- *Abrego Olea v. Vessel WA Operations, LLC*, No. 22-2-06944-9 (King Cnty. Super. Ct.) (secured payments to the class for non-compete violations);
- *Accurso v. Western Electrical Contractors Assoc.*, No. 24CV017855 (Cal. Super. Sacramento Cnty.) (Liaison Counsel);
- *Anita Robertson Hulse v. Acadian Ambulance Service Inc.*, No. 6:24-cv-01011 (W.D. La.);
- *Atkinson v. AJP Enterprises, LLC*, No. 23-2-10313-1 (seeking payments for two classes for EPOA violations: pay transparency and requesting salary history) (pending final approval);
- *Atkinson v. AMF Bowling Centers, Inc.*, No. 23-2-19816-6 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations);
- *Atkinson v. Burberry Ltd.*, No. 23-2-19460-8 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations);
- *Atkinson v. Sonesta International Hotels Corp.*, No. 23-2-19802-6 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations);
- *Benavides v. HopSkipDrive, Inc.*, No. 23STCV31729 (Cal. Super. LA Cnty.);
- *Bitmouni v. Paysafe Payment Processing Solutions, LLC*, 3:21-cv-00641-JCS (N.D. Cal.);
- *Bohannon, et al. v. Lyon Real Estate*, No. 23CV009153 (Cal. Super. Sacramento);
- *Branson v. Wash. Fine Wine & Spirits, LLC*, No. 103394-0, 2025 Wash. LEXIS 442 (Sept. 4, 2025);
- *Brinkman v. Emanuel, Inc.*, No. 24-2-02186-8 (King Cnty. Super. Ct.) (secured payments to the class for missed meals and breaks and minimum wage violations);
- *Burns v. Amazon.com Services LLC*, No. 24-2-22574-9 SEA (King Cnty. Super. Ct. Sept. 4, 2025) (order granting plaintiffs' motion for class certification);
- *Carlson v. Pacific Northwest Fondue, LLC*, No. 19-2-05401-8 (King Cnty. Super. Ct.) (secured payments to the class for missed meals and breaks);
- *Christopher Holmes v. Elephant Insurance Company*, No. 3:22-cv-00487 (E.D. Va.);
- *Clopp v. Pacific Market Research, LLC*, No. 21-2-08738-4 (King Cnty. Super. Ct.) (secured payments to the class in a data breach action);
- *Cordell v. Patelco Credit Union*, No. 24CV082095 (Alameda Cnty. Super. Ct.);
- *Cottingham v. Washington Traffic Control, LLC*, No. 22-2-02152-7 (King Cnty. Super. Ct.) (secured payments to the class for minimum wage violations);
- *David v. Freedom Vans, LLC*, 4 Wn.3d 242 (2025) (reversed Trial Court's ruling restricting the use of non-competition agreements in favor of Washington workers);
- *Davis v. Jeff, Pat, Chris, LLC*, No. 19-2-33832-6 (King Cnty. Super. Ct.) (secured payments to the class for minimum wage violations);
- *Dozier v. Noble Food Group, Inc.*, No. 19-2-01148-29 (Skagit Cnty. Super. Ct.) (secured payments to the class for minimum wage violations);
- *Dykstra v. The Shield Co. Management, Inc.*, No. 23-2-24015-4 (King Cnty. Super. Ct.) (secured payments to the class for wage theft and missed meals and breaks) (pending final approval);
- *Ellen Pace v. Omni Family Health*, No. BCV-25-102861 (Kern Cnty. Super. Ct.);
- *Evans v. Jacobs Solutions, Inc.*, No. 24-2-14584-2 (King Cnty. Super. Ct.) (secured payments to the class for wage theft/failure to payout paid-time-off);
- *Floyd v. DoorDash, Inc.*, No. 23-2-19559-1 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations);
- *Franchi v. Barlow Respiratory Hospital*, No. 22STCV09016 (Cal. Super. LA Cnty.);
- *Frank Hoon v. Johnson Controls, Inc.*, No. 2:25-cv-00955 (E.D. Wis.);
- *Garcia v. WA Department of Licensing, et al.*, No. 22-2-05635-5 SEA (King Cnty. Super. Ct.) (secured payments to class in a data breach action);
- *Gegax v. Ann / Judith In Home Caregivers of Western Washington, LLC*, No. 22-2-17728-4 (King Cnty. Super. Ct.) (secured payments to the class for non-compete violations);
- *Gilbert et al. v. BioPlus Specialty Pharmacy Services, LLC*, Case No. 6:21-cv-02158-RBD-DVI (M.D. Fla.);
- *Grove v. Cressy Door Company, Inc.*, No. 21-2-09828-9 (King Cnty. Super. Ct.) (secured payments to the class for missed meals and breaks and travel time);
- *Heard v. Home Express Delivery Service, LLC*, No. 20-2-07098-0 (King Cnty. Super. Ct.) (secured payments to the class for missed overtime wages);
- *Heather Heath v. Keenan & Associates*, No. 24STCV03018 (Los Angeles Cnty. Super. Ct.);
- *Herold v. Orchard Foods Corp.*, No. 23-2-19448-9 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations) (pending final approval);

- *Honc v. Pacific Pie, Inc.*, No. 21-2-02653-32 (Spokane Cnty. Super. Ct.) (secured payments to the class for minimum wage violations);
- *Hoover v. ASM Global Parent, Inc.*, No. 2:24-cv-10794-WLH-PVC (C.D. Cal.);
- *In re Arthur J. Gallagher Data Breach Litigation*, No. 1:21-cv-04056 (N.D. Ill.);
- *In re Avis Rent A Car System, LLC Security Incident Litigation*, No. 2:24-cv-09243 (D.N.J.);
- *In re Blackhawk Network Data Breach Litigation*, No. 3:22-cv-07084-CRB (N.D. Cal.);
- *In re BlueShield of California Data Privacy Litigation*, No. 24cv071744 (Alameda Cnty. Super. Ct.);
- *In re Ethos Technologies Inc. Data Breach Litigation*, 3:22-cv-09203-SK (N.D. Cal.);
- *In re Eureka Casino Breach Litigation*, No. 2:23-cv-00276-CDS-NJK (D. Nev.);
- *In re F21 OPCO, LLC Data Breach Litigation*, No. 2:23-cv-07390-MEMF-AGR (C.D. Cal.);
- *In re Fred Hutchinson Cancer Center Data Breach Litig.*, No. 23-2-24266-1 SEA (King Cnty. Super. Ct.);
- *In re Laboratory Services Cooperative Data Breach Litigation*, No. 2:25-cv-00685-BJR (W.D. Wash.);
- *In re Lakeview Loan Servicing Data Breach Litigation*, No. 1:22-cv-20955 (S.D. Fla.);
- *In re North American Breaker Co. Data Security Litigation*, No. 8:25-cv-00402-HDV (C.D. Cal.);
- *In re Panera Data Security Litigation*, No. 4:24-cv-847 HEA (E.D. MO.);
- *Parker v. Metromile, LLC*, No. 27-2022-000-49770-CU-BT-CTL (Cal. Super. San Diego Cnty.);
- *In re PowerSchool Holdings, Inc. and PowerSchool Group, LLC Customer Security Breach Litigation*, No. 3:25-md-03149-BEN-MSB (S.D. Cal.);
- *In re Radiology Assoc of Richmond Data Security Litigation*, No. 3:25-cv-00518-DJN (E.D. Va.);
- *In re SAG Health Data Breach Litigation*, No. 2:24-cv-10503-MEMF-JPR (C.D. Cal.);
- *In re Sequoia Benefits and Insurance Data Breach Litigation*, No. 3:22-cv-08217-RFL (N.D. Cal.);
- *In re Signature Performance Data Breach Litigation*, No. 8:24cv230 (D. Neb.);
- *Jens v. Tori Belle Cosmetics, LLC*, No. 22-2-06641-5 (King Cnty. Super. Ct.) (obtained \$9,889,985.51 judgment for non-compete violations);
- *Jones v. eFinacial, LLC*, No. 22-2-19385-9 (King Cnty. Super. Ct.) (secured payments to the class for non-compete violations);
- *Justice v. Lube Development, L. C.*, No. 23-2-12593-2 (King Cnty. Super. Ct.) (secured payments to the class for missed meals and breaks and minimum wage violations);
- *Kennedy v. Ginsing, LLC*, No. 20-2-05287-6 (King Cnty. Super. Ct.) (secured payments to the class for missed meals and breaks);
- *LaCombe v. USNR, LLC*, No. 23-2-03036-2 (King Cnty. Super. Ct.) (secured payments to the class for time-clock rounding violations);
- *Moliga v. Ambrosia QSR Burger, LLC*, No. 24-2-13001-2 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations) (pending final approval);
- *Moliga v. Ginsing, LLC*, No. 23-2-13231-5 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations);
- *Moliga v. Marriott International, Inc.*, No. 23-2-19493-4 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations);
- *Moliga v. Qdoba Restaurant Corp.*, No. 23-2-11540-6 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations);
- *Moliga v. Vessel WA Operations, LLC*, No. 21-2-09027-0 (King Cnty. Super. Ct.) (secured payments to the class for missed meals and breaks);
- *Morey v. Aftermath Services, LLC*, No. 2:21-cv-00885 (W.D. Wash.) (secured payments to the class for missed meals and breaks and minimum wage violations);
- *Morey v. Suburban Propane, L.P.*, No. 23-2-19553-1 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations) (pending final approval);
- *Morrow v. Maverick Washington, LLC*, No. 22-2-03653-2 (King Cnty. Super. Ct.) (secured payments to the class for missed meals and breaks and minimum wage violations);
- *Nicole Kersey v. Therapeutic Health Services*, No. 24-2-17679-9 SEA (King Cnty. Super. Ct.);
- *Nunley v. Chelan-Douglas Health Dist.*, No. 39571-5-III, 2024 Wash. App. LEXIS 2196 (October 31, 2024) (secured payments to the class in a data breach action);
- *Nyannor v. Vessel WA Operations, LLC*, No. 22-2-08233-0 (King Cnty. Super. Ct.) (secured payments to the class for violations of the Seattle Secure Scheduling Ordinance);
- *Olga Margul v. Evolve Bank & Trust*, No. 1:24-cv-03259-DDD-NRN (D. Colo.);
- *Pace v. Omni Family Health*, No. BCV-25-102861 (Kern Cnty. Super. Ct.);
- *Perry v. AWP, Inc.*, No. 24-2-12752-6 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations) (pending final approval);
- *Philip Angus v. Flagstar Bank*, No. 2:21-cv-10657-MFL-DRG (E.D. Mich.);
- *Rabia Shahbaz v. Complex Legal Services Inc.*, No. 24STCV23351 (Los Angeles Cnty. Super. Ct.);
- *Samuel Zewdy Emano v. Port of Seattle*, No. 25-2-11500-3 SEA (King Cnty. Super. Ct.);
- *Sanguinetti v. Nevada Restaurant Services, Inc.*, 2:21-cv-01768-RFB-DJA (D. Nev.);
- *Saraceno-Oliveri v. Solgen Power, LLC*, No. 23-2-09228-7 King Cnty. Super. Ct.) (secured payments to the class for non-compete violations);

- *Schneider v. Assurance IQ, LLC*, No. 22-2-15633-3 (King Cnty. Super. Ct.) (secured payments to the class for non-compete violations);
- *Shakira Govan and Lisa Broughton v. South Suburban College*, No. 2024CH07643 (Cook Cnty. Cir. Ct.);
- *Shipman v. Airport Investment Company, Inc.*, No. 19-2-32386-8 (King Cnty. Super. Ct.) (secured payments to the class for minimum wage violations);
- *Spencer v. City of Mount Vernon*, No. 22-2-00461-29 (Skagit Cnty. Super. Ct.) (secured payments to the class for EPOA violation);
- *Spencer v. Conifer Revenue Cycle Solutions, LLC*, No. 23-2-19345-8 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations);
- *Spencer v. JELD-WEN, Inc.*, No. 23-2-19581-7 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations) (pending final approval);
- *Spencer v. Mastercard International, Inc.*, No. 23-2-19564-7 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations);
- *Spencer v. Providence St. Joseph Health Foundation*, No. 24-28211-4 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations) (pending final approval);
- *Stacy Priest v. PIH Health Inc.*, No. 20STCV05355 (Los Angeles Cnty. Super. Ct.);
- *Taylor v. RACOM Corp.*, No. 24-2-08410-0 (King Cnty. Super. Ct.) (secured payments to the class for non-compete violations) (pending final approval);
- *Viveros v. Perfect Blend, LLC*, No. 23-2-05511-0 (King Cnty. Super. Ct.) (secured payments to two classes for EPOA and MWA violations);
- *Voivod v. APIZZA, LLC*, No. 23-2-06729-1 (King Cnty. Super. Ct.) (secured payments to the class for missed meals and breaks);
- *Warren v. Discount Tire Co. of Washington, Inc.*, No. 22-2-10618-8 (Pierce Cnty. Super. Ct.) (secured payments to the class for missed meals and breaks and minimum wage violations);
- *Xavier Neal-Burgin v. Housing Authority of the City of Los Angeles*, No. 23STCV06494 (Los Angeles Cnty. Super. Ct.);
- *Yount v. Cintas Corp.*, No. 23-2-19408-0 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations);
- *Yount v. Diamond Parking, Inc.*, No. 23-2-19309-1 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations);
- *Yount v. Northwest Restaurants, Inc.*, No. 23-2-19399-7 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations);
- *Yount v. Sharp Elec. Corp.*, No. 23-2-19425-0 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations); and
- *Yount v. Williams Sonoma*, No. 24-2-06599-7 (King Cnty. Super. Ct.) (secured payments to the class for EPOA violations).

Awards

MARTINDALE-HUBBELL
AV PREEMINENT™ RATING
10th Anniversary, 2024

MARTINDALE-HUBBELL
LEGAL LEADERS
2018

SUPER LAWYERS®
SUPER LAWYERS® RATED
Timothy W. Emery, 2025

SUPER LAWYERS®
RISING STARS
Hannah Hamley, 2025

THE NATIONAL TRIAL LAWYERS
TOP 10 CIVIL RIGHTS TRIAL
LAWYERS
2024, 2025

THE NATIONAL TRIAL LAWYERS
TOP 100 CIVIL PLAINTIFF LAWYERS
2018, 2019, 2024, 2025

AVVO
TOP ATTORNEY
10th 2017, 2018, 2019, 2020, 2024

CV MAGAZINE
BEST WORKERS' COMPENSATION
LAW FIRM
2017, 2018

WSAJ EAGLE MEMBER
Since 2005

EXHIBIT 2

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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

SETTLEMENT AGREEMENT

1 This Settlement Agreement, dated July 17, 2025, is made and entered into by
2 and among Plaintiff Douglas Owusu, individually and on behalf of the Settlement
3 Class (“Plaintiff” or “Plaintiff Owusu”) and Renton School District (“Renton” or
4 “Defendant,” and together with Plaintiff, the “Settling Parties”), by and through their
5 respective counsel. This Agreement is intended by the Settling Parties to fully,
6 finally, and forever resolve, discharge, and settle all of Plaintiff’s Released Claims,
7 as defined below, upon and subject to the terms and conditions hereof, and subject to
8 the Court’s approval.

9 **RECITALS**

10 WHEREAS, on May 13, 2024, Plaintiff Owusu filed his operative Class
11 Action Complaint (“Complaint”) in the Superior Court of the State of Washington,
12 County of King, entitled *Douglas Owusu v. Renton School District*, Case No. 24-2-
13 10638-3 SEA (the “*Owusu* Action”);

14 WHEREAS, the Complaint asserts a claim against Defendant for Negligence
15 (the “Litigation”), arising from the Data Security Incident (as such term is defined
16 below);

17 WHEREAS, Defendant has denied and continues to deny: (a) each and every
18 allegation and all charges of wrongdoing or liability of any kind whatsoever asserted
19 or which could have been asserted in this Litigation; (b) that the Plaintiff in the
20 Litigation and the class they purport to represent have suffered any damage or harm;
21 and (c) that the Litigation satisfies the requirements to be tried as a class action under
22 Washington law.

23 WHEREAS, without acknowledging or admitting any fault or liability on the
24 part of the Defendant, the Settling Parties have agreed to enter into this Agreement
25 as a reasonable and appropriate compromise of Plaintiff’s and Class Members’
26 claims to put to rest all controversy and to avoid the uncertainty, risk, and/or expense
27 of burdensome, protracted, and costly litigation that would be involved in pursuing
28 and defending this Action. This Agreement is for settlement purposes only, and

1 nothing in this Agreement shall constitute, be construed as, or be admissible in
2 evidence as any admission of the validity of any claim or any fact alleged by Plaintiff
3 in this Action or in any other pending or subsequently filed action, or of any
4 wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant
5 or admission by any of the parties of the validity or lack thereof of any claim,
6 allegation, or defense asserted in this Litigation or in any other action;

7 WHEREAS, the Settling Parties participated in good faith, arms-length
8 settlement discussions, which included a mediation held on October 31, 2024, with
9 experienced and respected mediator, Jill Sperber of Judicate West through which the
10 basic terms of a settlement were negotiated and agreed to in principle;

11 WHEREAS, in addition to completing the mediation session with Jill Sperber
12 of JAMS, the Settling Parties spent multiple months thereafter engaging further in
13 good faith and arms-length discussions to finalize the terms of the Agreement;

14 WHEREAS, Class Counsel conducted a thorough examination and evaluation
15 of the relevant law and facts to assess the merits of the claims to be resolved in this
16 settlement and how best to serve the interests of the putative class in the Litigation.
17 Based on this investigation and the negotiations described above, Class Counsel have
18 concluded, taking into account the sharply contested issues involved, the risks,
19 uncertainty and cost of further pursuit of this Litigation, and the benefits to be
20 provided to the Settlement Class pursuant to this Agreement, that a settlement with
21 Defendant on the terms set forth in this Agreement is fair, reasonable, adequate and
22 in the best interests of the putative class;

23 WHEREAS, this Settlement Agreement is intended to fully, finally and forever
24 resolve all claims and causes of action asserted, or that could have been asserted
25 based upon the facts alleged in the Complaint, against Defendant and the Released
26 Persons, by and on behalf of the Plaintiff and Settlement Class Members, and any
27 other such actions by and on behalf of any other putative classes of individuals
28

1 against Defendant originating, or that may originate, in jurisdictions in the United
2 States, reasonably related to the facts alleged in the Complaint.

3 NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Settling
4 Parties, that, subject to the approval of the Court as provided for in this Agreement,
5 the Litigation and Released Claims shall be fully and finally settled, compromised,
6 and released, on the following terms and conditions:

7 **I. DEFINITIONS**

8 As used in this Settlement Agreement, the following terms have the meanings
9 specified below:

10 1.1 “Action” or “Litigation” means *Douglas Owusu v. Renton School*
11 *District*, Case No. 24-2-10638-3 SEA, pending before the Court as of the date of this
12 Agreement.

13 1.2 “Agreement” or “Settlement Agreement” means this agreement.

14 1.3 “Claims Administration” means the issuing of notice of this settlement
15 to Class Members and the processing and payment of claims received from
16 Settlement Class Members by the Claims Administrator.

17 1.4 “Claims Administrator” means the CPT Group, which is experienced in
18 administering class action claims generally and specifically those of the type
19 provided for and made in data breach litigation.

20 1.5 “Claims Deadline” means the postmark and/or online submission
21 deadline for valid claims submitted pursuant to ¶2 below. The Claims Deadline is
22 ninety (90) days after the Notice Commencement Date.

23 1.6 “Claim Form” means the claim form to be used by Settlement Class
24 Members to submit a Settlement Claim, either through the mail or online through the
25 Settlement Website, substantially in the form as shown in **Exhibit A**.

26 1.7 “Claimant” means a Settlement Class Member who submits a Claim
27 Form for a Settlement Payment.
28

1 1.8 “Class Members” or “Settlement Class Members” means all individuals
2 residing in the United States whose Private Information was compromised in the Data
3 Security Incident publicly disclosed by the Renton School District in or around
4 February 2024. Class Members specifically exclude all persons who are directors or
5 officers of Renton, the Judge assigned to the Action, and that Judge’s immediate
6 family and Court staff. Class Members consist of approximately 30,370 individuals.
7 These individuals constitute the “Settlement Class” solely for purposes of certifying
8 a settlement class in this Litigation.

9 1.9 “Costs of Claims Administration” means all actual costs associated with
10 or arising from Claims Administration. The Claims Administrator shall, from the
11 Settlement Fund, pay all Costs of Claims Administration subject to approval by Class
12 Counsel.

13 1.10 “Court” means the Superior Court of the State of Washington, County
14 of King.

15 1.11 “Data Security Incident” means the cyberattack perpetrated on Renton
16 School District between July 13, 2023, and August 3, 2023, and which Defendant
17 publicly disclosed on or around February 29, 2024.

18 1.12 “Dispute Resolution” means the process for resolving disputed
19 Settlement Claims as set forth in this Agreement.

20 1.13 “Final” or “Effective Date” mean the occurrence of all of the following
21 events: (i) the settlement pursuant to this Settlement Agreement is approved by the
22 Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii)
23 the time to appeal or seek permission to appeal from the Judgment has expired or, if
24 appealed, the appeal has been dismissed in its entirety, or the Judgment has been
25 affirmed in its entirety by the court of last resort to which such appeal may be taken,
26 and such dismissal or affirmance has become no longer subject to further appeal or
27 review. Notwithstanding the above, any order modifying or reversing any attorneys’
28

1 fees award or service award made in this case shall not affect whether the Judgment
2 is “Final” as defined herein or any other aspect of the Judgment.

3 1.14 “Final Approval of the Settlement” means an order and judgment that
4 the Court enters and which finally approves the Settlement Agreement without
5 material change to the Settling Parties’ agreed-upon proposed final approval order
6 and judgment.

7 1.15 “Judgment” means a judgment rendered by the Court.

8 1.16 “Long Notice” means the long form notice of settlement to be posted on
9 the Settlement Website, substantially in the form as shown in **Exhibit B**.

10 1.17 “Notice Commencement Date” means thirty (30) days following entry
11 of the Preliminary Approval Order.

12 1.18 “Notice Program” means steps taken by the Claims Administrator to
13 notify Class Members of the settlement as set forth below.

14 1.19 “Objection Date” means the date by which Settlement Class Members
15 must file with the Court, with service to Proposed Lead Class Counsel for the Settling
16 Parties, their objection to the Settlement Agreement for that objection to be effective.
17 The Objection Date is sixty (60) days after the Notice Commencement Date.

18 1.20 “Opt-Out Date” means the date by which Class Members must mail
19 their requests to be excluded from the Settlement Class for that request to be
20 effective. The postmark date shall constitute evidence of the date of mailing for these
21 purposes. The Opt-Out Date is sixty (60) days after the Notice Commencement Date.

22 1.21 “Person” means an individual, corporation, partnership, limited
23 partnership, limited liability company or partnership, association, joint stock
24 company, estate, legal representative, trust, unincorporated association, government
25 or any political subdivision or agency thereof, and any business or legal entity, and
26 their respective spouses, heirs, predecessors, successors, representatives, or
27 assignees.
28

1 1.22 “Preliminary Approval Order” means the order preliminarily approving
2 the Settlement Agreement and ordering that notice be provided to Class Members
3 substantially in the form attached hereto as **Exhibit C**.

4 1.23 “Proposed Settlement Class Counsel” and “Class Counsel” means
5 Timothy W. Emery of Emery Reddy, PLLC and M. Anderson Berry of Clayco C.
6 Arnold, A Professional Corp.

7 1.24 “Related Entities” means Renton’s respective past or present officers,
8 directors, employees, servants, members, partners, principals, shareholders, owners,
9 parents, subsidiaries, divisions, partnerships, and related or affiliated entities, and
10 each of their respective predecessors, successors, directors, officers, employees,
11 principals, agents, attorneys, executors, heirs, administrators, joint ventures, personal
12 representatives, assigns, transferees, trustees, insurers, and reinsurers, and includes,
13 without limitation, any Person related to any such entity who is, was, or could have
14 been named as a defendant in any of the actions comprising the Litigation.

15 1.25 “Released Claims” shall collectively mean any and all past, present, and
16 future claims, causes of action, lawsuits, set-offs, costs, expenses, attorneys’ fees,
17 losses, rights, demands, charges, complaints, actions, suits, petitions, obligations,
18 debts, contracts, penalties, damages, or liabilities of any nature whatsoever, whether
19 known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or
20 contingent, direct or derivative, matured or unmatured, in law or equity, and any other
21 form of legal or equitable relief that has been asserted, was asserted, or could have
22 been asserted, by any Settlement Class Member against any of the Released Persons
23 reasonably related to the operative facts alleged in or otherwise described by the
24 Complaint. Released Claims shall not include the right of any Settlement Class
25 Member or any of the Released Persons to enforce the terms of the Settlement
26 contained in this Settlement Agreement and shall not include the claims of Class
27 Members who have timely excluded themselves from this Settlement using the
28 protocol described herein.

1 1.26 “Released Persons” means Renton and its Related Entities.

2 1.27 “Settlement Claim” means a claim for settlement benefits made under
3 the terms of this Settlement Agreement.

4 1.28 “Settlement Class Member(s)” means Class Members who do not
5 timely and validly opt-out of the Agreement by excluding themselves from this
6 settlement proceeding using the protocol described herein.

7 1.29 “Settlement Class Representative” or “Representative Plaintiff” means
8 Plaintiff Douglas Owusu.

9 1.30 “Settlement Fund” shall mean the fund established by Defendant
10 pursuant to ¶2.1.1 of this Agreement.

11 1.31 “Settling Parties” means, collectively, Renton School District and
12 Plaintiff, individually and on behalf of the Settlement Class Members.

13 1.32 “Settlement Website” means a website, the URL for which to be
14 mutually selected by the Settling Parties, that will inform Class Members of the terms
15 of this Settlement Agreement, their rights, dates and deadlines and related
16 information, as well as provide the Class Members with the ability to submit a
17 Settlement Claim online.

18 1.33 “Short Notice” means the short form notice of the proposed class action
19 settlement, substantially in the form as shown in **Exhibit D**. The Short Notice will
20 direct recipients to the Settlement Website and inform Class Members of, among
21 other things, the Claims Deadline, the Opt-Out Date and Objection Date, and the date
22 of the Final Fairness Hearing.

23 1.34 “United States” as used in this Settlement Agreement includes all 50
24 states, the District of Columbia, and all territories.

25 1.35 “Valid Claims” means Settlement Claims in an amount approved by the
26 Claims Administrator or found to be valid through the claims processing and/or
27 Dispute Resolution process, or through the process for review and challenge set forth
28 in the section entitled, “Administration of Claims.”

1 **II. SETTLEMENT CLASS BENEFITS**

2 2.1.1 Settlement Fund. Within twenty-one (21) days of an order
3 granting preliminary approval of the Settlement and receiving payment instructions
4 and a W-9 from the Claims Administrator, whichever is later, Defendant will fund a
5 non-reversionary cash settlement fund in the amount of \$485,000 for the benefit of
6 Settlement Class Members. As set forth below, the Settlement Fund will be used to
7 pay for: (i) Compensation for Ordinary Losses (¶2.2.1); (ii) Compensation for
8 Extraordinary Losses (¶2.2.2); (iii) Costs of Claims Administration (¶1.9); (iv)
9 service awards (¶9.1); and (vi) attorney’s fees and litigation expenses (¶9.2).

10 2.2 Cash Benefits. Defendant agrees to make available from the Settlement
11 Fund the below compensation to Settlement Class Members who submit valid and
12 timely Claim Forms. Claims will be reviewed for completeness and plausibility by
13 the Claims Administrator. For claims deemed invalid, the Claims Administrator shall
14 provide Claimants an opportunity to cure, unless an inability to cure is apparent from
15 the face of the claim, e.g., the Claimant is not a Class Member.

16 2.2.1 Compensation for Ordinary Losses: All Settlement Class
17 Members may submit a claim for documented out-of-pocket losses including, for
18 example, lost time, unreimbursed losses relating to fraud or identity theft,
19 unreimbursed costs of credit monitoring incurred between the time of the Data
20 Security Incident and the time the claim is submitted, and unreimbursed bank fees,
21 postage, or gasoline for travel (“Ordinary Losses”) and time spent remedying issues
22 related to the Data Security Incident (“Attested Time”), up to \$500 per individual.
23 The Settlement Fund will be used to pay valid and timely submitted claims for each
24 of the following categories:

25 a) Documented out-of-pocket expenses incurred as a direct
26 result of the Data Security Incident, namely, postage, copying, scanning, faxing,
27 mileage and other travel-related charges, parking, notary charges, research charges,
28 cell phone charges (only if charged by the minute), long distance phone charges, data

1 charges (only if charged based on the amount of data used), text message charges
2 (only if charged by the message), bank fees, accountant fees, and attorneys' fees, all
3 of which must be fairly traceable to the Data Security Incident and must not have
4 been previously reimbursed by a third party. Expenses must be attested to and
5 supported by documentation substantiating the full extent of the amount claimed; and

6 b) Reimbursement for Lost Time ("Attested Time"):
7 Settlement Class Members may submit claims to be compensated for lost time they
8 reasonably spent responding to the Data Security Incident. Settlement Class
9 Members may claim up to three (3) hours of time compensated at the rate of \$30 per
10 hour. All such lost time must be fairly traceable to the Data Security Incident,
11 reasonably described by the type of lost time incurred, and supported by an attestation
12 that the time spent was reasonably incurred dealing with the Data Security Incident.

13 2.2.2 Compensation for Extraordinary Losses. In addition to the
14 benefits otherwise provided herein, all Settlement Class Members who submit a
15 Valid Claim using the Claim Form, including necessary documentation, are eligible
16 for the following compensation for Extraordinary Losses, not to exceed \$5,000 per
17 Settlement Class Member, for proven monetary loss as a result of actual identity theft
18 if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss
19 was fairly traceable to the Data Security Incident; (iii) the loss occurred during the
20 specified time period; (iv) the loss is not already covered by one or more of the
21 normal reimbursement categories; and (v) the Settlement Class Member made
22 reasonable efforts to avoid, or seek reimbursement for, the loss, including and not
23 limited to exhaustion of all available credit monitoring insurance and identify theft
24 insurance.

25 2.2.3 Settlement Class Members seeking reimbursement under ¶¶2.2.1
26 and/or 2.2.2 must complete and submit to the Claims Administrator a Claim Form in
27 a form substantially similar to the one attached as **Exhibit A**, postmarked or
28 submitted online on or before the Claims Deadline. The notice to the Class Members

1 will specify this deadline and other relevant dates described herein. The Claim Form
2 must be verified by the Settlement Class Member with a statement that his or her
3 claim is true and correct, to the best of his or her knowledge and belief. Notarization
4 shall not be required. Claims for Ordinary Losses and Extraordinary Losses must be
5 attested to and supported by documentation substantiating the full extent of the
6 amount claimed. Failure to provide such supporting documentation, as requested on
7 the Claim Form, shall result in denial of a claim. No documentation is needed for
8 lost-time expenses. Disputes as to claims submitted under this paragraph are to be
9 resolved pursuant to the provisions stated in ¶¶2.5, 10.1.

10 2.3 Residual Funds / Pro Rata Reduction. In the event that Compensation
11 for Ordinary Losses, Compensation for Extraordinary Losses, Claims Administration
12 Costs, Service Awards to Class Representative, and Attorney’s Fees and Litigation
13 Expenses exceed the Settlement Fund, all Class Member payments will be reduced
14 on a pro rata basis such that Defendant’s maximum amount to be paid does not
15 exceed the non-reversionary Settlement Fund. If Compensation for Ordinary Losses,
16 Compensation for Extraordinary Losses, Claims Administration Costs, Service
17 Awards to Class Representative, and the Attorney’s Fees and Litigation Expenses
18 Award do not exceed the Settlement Fund, all remaining funds will be distributed on
19 a per class member basis, up to an additional \$500 for each claimant, to all Settlement
20 Class Members who submitted a Valid Claim. As to any portion of the settlement
21 fund that remains after all of the above have been paid, the parties shall meet and
22 confer regarding the appropriate use of such residual funds, including the possibility
23 for using residual funds for additional cash benefits to the Settlement Class Members
24 or whether any such funds shall be paid to the Legal Foundation of Washington.

25 2.4 Business Practice Enhancements, Including Monetary Investment into
26 Data Security. Defendant has and will continue to undertake certain reasonable steps
27 to enhance the security deployed to secure access to its data network, including the
28 following:

- 1 a) Automated proactive ransomware activity response;
- 2 b) Changed service passwords;
- 3 c) Conducted a mass password reset for all users and increased password
- 4 complexity;
- 5 d) Implemented multi-factor-authentication on VPN access;
- 6 e) Implemented Group Managed Service Accounts (GSMA) where
- 7 available;
- 8 f) Upgraded firewall software;
- 9 g) Increased Single Sign On via Microsoft Entra where available;
- 10 h) Conducted Cybersecurity Infrastructure Security Agency (CISA)
- 11 penetration test
- 12 i) Focused on separation of duties and principles of least privilege; and
- 13 j) Increased email security (key word filtering, using quarantine); and
- 14 k) Implemented proactive monitoring.

15 2.5 Dispute Resolution. The Claims Administrator, in its discretion to be
16 reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class
17 Member; (2) the Claimant has provided all information needed to complete the Claim
18 Form, including any documentation and/or attestation that may be necessary to
19 reasonably support the Ordinary Losses described in ¶2.2.1; and (3) the information
20 submitted could lead a reasonable person to conclude that more likely than not the
21 Claimant has suffered the claimed losses as a result of the Data Security Incident.
22 The Claims Administrator may, at any time, request from the Claimant, in writing,
23 additional information as the Claims Administrator may reasonably require in order
24 to evaluate the claim (e.g., documentation requested on the Claim Form, information
25 regarding the claimed losses, available insurance and the status of any claims made
26 for insurance benefits, and claims previously made for identity theft and the
27 resolution thereof). For any such Settlement Claims that the Claims Administrator
28 determines to be implausible, the Claims will be deemed invalid and submitted to

1 counsel for the Settling Parties. If counsel for the Settling Parties agree that any such
2 claim is a Valid Claim, the Claims Administrator shall follow counsel's joint
3 direction regarding the disposition of the claim.

4 2.5.1 Upon receipt of an incomplete or unsigned Claim Form or a
5 Claim Form that is not accompanied by sufficient documentation to determine
6 whether the claim is facially valid, the Claims Administrator shall request additional
7 information and give the Claimant thirty (30) days to cure the defect before rejecting
8 the claim. If the defect is not cured, then the claim will be deemed invalid and there
9 shall be no obligation to pay the claim.

10 2.5.2 Following receipt of additional information requested by the
11 Claims Administrator, the Claims Administrator shall have thirty (30) days to accept,
12 in whole or lesser amount, or reject each claim. If, after review of the claim and all
13 documentation submitted by the Claimant, the Claims Administrator determines that
14 such a claim is valid, then the claim shall be paid, subject to the review and challenge
15 process set forth in ¶10.1. If the claim is determined to be invalid, then the Claims
16 Administrator will submit it to counsel for the Settling Parties. If counsel for the
17 Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator
18 shall follow counsel's joint direction regarding the disposition of the claim.

19 2.5.3 Settlement Class Members shall have thirty (30) days from
20 receipt of the offer to accept or reject any offer of partial payment received from the
21 Claims Administrator. If a Settlement Class Member rejects an offer from the Claims
22 Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its
23 initial adjustment amount and make a final determination. If the Claimant approves
24 the final determination, then the approved amount shall be the amount to be paid. If
25 the Claimant does not approve the final determination within thirty (30) days, then
26 the dispute will be submitted to counsel for the Settling Parties within an additional
27 ten (10) days. The Claims Administrator shall follow counsel for the Settling Parties'
28 joint direction regarding the disposition of the claim.

1 **III. CLASS CERTIFICATION**

2 3.1 The Settling Parties agree, for purposes of this settlement only, to the
3 certification of the Settlement Class. If the settlement set forth in this Settlement
4 Agreement is not approved by the Court, or if the Settlement Agreement is terminated
5 or cancelled pursuant to the terms of this Settlement Agreement, this Settlement
6 Agreement, and the certification of the Settlement Class provided for herein, will be
7 vacated and the Litigation shall proceed as though the Settlement Class had never
8 been certified, without prejudice to any Person's or Settling Party's position on the
9 issue of class certification or any other issue. The Settling Parties' agreement to the
10 certification of the Settlement Class is also without prejudice to any position asserted
11 by the Settling Parties in any other proceeding, case or action, as to which all of their
12 rights are specifically preserved. All discussions and agreements related to the
13 Settlement Agreement shall be considered confidential and inadmissible pursuant to
14 ER 408.

15 **IV. NOTICE AND CLAIMS ADMINISTRATION**

16 4.1 The Settling Parties selected the CPT Group to be the Claims
17 Administrator, who will be charged with delivering sufficient notice (including direct
18 notice) and administering the claims process. The Claims Administrator shall, from
19 the Settlement Fund, pay the entirety of the Costs of Claims Administration,
20 including the cost of notice, subject to approval by Class Counsel.

21 4.2 After the Court enters an order finally approving the Settlement, the
22 Claims Administrator shall provide the requested relief to all Settlement Class
23 Members that made valid and timely claims, subject to the individual caps on
24 Settlement Class Member payments set forth in ¶2 above.

25 **V. PRELIMINARY APPROVAL**

26 5.1 As soon as practicable after the execution of the Settlement Agreement,
27 Proposed Settlement Class Counsel and counsel for Renton shall jointly submit this
28 Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file

1 an unopposed motion for preliminary approval of the settlement with the Court
2 requesting entry of a Preliminary Approval Order in a form substantially similar to
3 the one attached as **Exhibit C**, requesting, among other things:

- 4 a) certification of the Settlement Class for settlement purposes only
5 pursuant to ¶3.1;
- 6 b) preliminary approval of the Settlement Agreement as set forth
7 herein;
- 8 c) appointment of Proposed Settlement Class Counsel as Settlement
9 Class Counsel;
- 10 d) appointment of Plaintiff as Settlement Class Representative;
- 11 e) Approval of the Notice Program and Notices;
- 12 f) Approval of the Claim Form and Claims process; and
- 13 g) Appointment of the CPT Group as the Settlement Administrator.

14 The Short Notice, Long Notice, and Claim Form will be reviewed and approved by
15 the Claims Administrator but may be revised as agreed upon by the Settling Parties
16 prior to submission to the Court for approval.

17 5.2 The Claims Administrator shall, from the Settlement Fund, pay for
18 providing notice to Class Members in accordance with the Preliminary Approval
19 Order. Service Awards to Class Representative and attorneys' fees, costs, and
20 expenses of Proposed Settlement Class Counsel, as approved by the Court, shall be
21 paid by the Claims Administrator, from the Settlement Fund, as set forth in ¶9 below.

22 5.3 Notice shall be provided to Class Members by the Claims
23 Administrator as follows:

24 5.3.1 Class Member Information: No later than fourteen (14) days after
25 entry of the Preliminary Approval Order, Renton shall provide the Claims
26 Administrator with the name, last known physical address, and email address of each
27 Class Member to the extent known (collectively, "Class Member Information"). The
28 Class Member Information and its contents shall be used by the Claims Administrator

1 solely for the purpose of performing its obligations pursuant to this Settlement
2 Agreement and shall not be used for any other purpose at any time. The Claims
3 Administrator shall not reproduce, copy, store, or distribute in any form, electronic
4 or otherwise, the Class Member Information, except to administer the settlement as
5 provided in this Settlement Agreement, or provide all data and information in its
6 possession to the Settling Parties upon request.

7 5.3.2 Settlement Website: Prior to the dissemination of the Settlement
8 Class Notice, the Claims Administrator shall establish the Settlement Website that
9 will inform Class Members of the terms of this Settlement Agreement, their rights,
10 dates and deadlines and related information. The Settlement Website shall include,
11 in .pdf format and available for download, the following: (i) the Long Notice; (ii) the
12 Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement;
13 (v) the operative Complaint filed in the Litigation; and (vi) any other materials agreed
14 upon by the Parties and/or required by the Court. The notice and claim materials will
15 also be available in Spanish on the Settlement Website. The Settlement Website shall
16 provide Class Members with the ability to complete and submit the Claim Form
17 electronically.

18 5.3.3 Short Notice: Within thirty (30) days after the entry of the
19 Preliminary Approval Order and to be substantially completed not later than forty-
20 five (45) days after entry of the Preliminary Approval Order, and subject to the
21 requirements of this Agreement and the Preliminary Approval Order, the Claims
22 Administrator will provide notice to Class Members as follows:

- 23 a) Via U.S. mail to all Class Members. Before any mailing
24 under this paragraph occurs, the Claims Administrator
25 shall run the postal addresses of Class Members through
26 the United States Postal Service (“USPS”) National
27 Change of Address database to update any change of
28 address on file with the USPS;

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- i. In the event that a mailed Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- ii. In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

b) Publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;

1 5.3.4 A toll-free help line shall be made available to provide Class
2 Members with information about the settlement. The Claims Administrator also will
3 provide copies of the forms of Short Notice, Long Notice, and paper Claim Form, as
4 well as this Settlement Agreement, upon request; and

5 5.3.5 Contemporaneously with seeking Final Approval of the
6 Settlement, Proposed Settlement Class Counsel and Renton shall cause to be filed
7 with the Court an appropriate affidavit or declaration with respect to complying with
8 this provision of notice.

9 5.4 The Short Notice, Long Notice, and other applicable communications to
10 the Settlement Class may be adjusted by the Claims Administrator, respectively, in
11 consultation and agreement with the Settling Parties, as may be reasonable and
12 consistent with such approval. The Notice Program shall commence within thirty
13 (30) days after entry of the Preliminary Approval Order and shall be completed
14 within forty-five (45) days after entry of the Preliminary Approval Order.

15 5.5 Proposed Settlement Class Counsel and Renton’s counsel shall request
16 that after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”)
17 and grant final approval of the settlement set forth herein.

18 **VI. OPT-OUT PROCEDURES**

19 6.1 Each Person wishing to opt out of the Settlement Class shall individually
20 sign and timely submit a written notice of such intent to the designated Post Office
21 box established by the Claims Administrator. The written notice must clearly
22 manifest a Person’s intent to be excluded from the Settlement Class. To be effective,
23 written notice must be postmarked by the Opt-Out Date.

24 6.2 Persons who submit valid and timely notices of their intent to opt out of
25 the Settlement Class, as set forth in ¶6.1 above, referred to herein as “Opt-Outs,”
26 shall not receive any benefits of and/or be bound by the terms of this Settlement
27 Agreement. All Persons falling within the definition of the Settlement Class who do
28 not opt out of the Settlement Class in the manner set forth in ¶6.1 above shall be

1 bound by the terms of this Settlement Agreement, Release, and Judgment entered
2 thereon.

3 6.3 Within ten (10) days after the Opt-Out Date as approved by the Court,
4 if there have been more than 40 valid Opt-Outs, Defendant may, by notifying
5 Proposed Settlement Class Counsel and the Court in writing, within five (5) business
6 days from the date the Claims Administrator provides written notice to Defendant of
7 the number of opt-outs, void this Settlement Agreement. If Defendant voids the
8 Settlement Agreement, Defendant shall be obligated to pay all settlement expenses
9 already incurred, excluding any attorneys' fees, costs, and expenses of Proposed
10 Settlement Class Counsel and service awards and shall not, at any time, seek recovery
11 of same from any other party to the Litigation or from counsel to any other party to
12 the Litigation.

13 **VII. OBJECTION PROCEDURES**

14 7.1 Each Settlement Class Member desiring to object to the Settlement
15 Agreement shall submit a timely written notice of his or her objection by the
16 Objection Date. Such notice shall state: (i) the objector's full name and address; (ii)
17 the case name and docket number – *Douglas Owusu v. Renton School District*, Case
18 No. 24-2-10638-3-SEA (Washington State Superior Court for King County); (iii)
19 information identifying the objector as a Settlement Class Member, including proof
20 that the objector is a Settlement Class Member (e.g., copy of the objector's settlement
21 notice, copy of original notice of the Data Security Incident, or a statement explaining
22 why the objector believes he or she is a Settlement Class Member); (iv) a written
23 statement of all grounds for the objection, accompanied by any legal support for the
24 objection the objector believes applicable; (v) the identity of any and all counsel
25 representing the objector in connection with the objection; (vi) a statement whether
26 the objector and/or his or her counsel will appear at the Final Fairness Hearing; and
27 (vii) the objector's signature or the signature of the objector's duly authorized
28 attorney or other duly authorized representative (if any) representing him or her in
connection with the objection. To be timely, written notice of an objection that

1 substantially complies with ¶7.1(i)-(vii) must be mailed, with a postmark date no later
2 than the Objection Date, to Proposed Lead Class Counsel: Timothy W. Emery of
3 Emery Reddy, PLLC, 600 Stewart Street, Suite 1100, Seattle, WA 98101 and M.
4 Anderson Berry of Clayeo C. Arnold, APC, 865 Howe Avenue, Sacramento, CA
5 95825; and counsel for Renton, Marcus McCutcheon, Baker & Hostetler, LLP, 600
6 Anton Blvd., Suite 900, Costa Mesa, CA 92626. For all objections mailed to
7 Proposed Lead Class Counsel and counsel for Renton, Proposed Settlement Class
8 Counsel will file them with the Court with the Motion for Final Approval of
9 Settlement.

10 7.2 Although the Court's stated policy is to hear from any class member
11 who attends the Final Fairness Hearing and asks to speak regarding his or her
12 objection to the settlement, the Parties reserve the right to challenge the objection of
13 any Settlement Class Member who fails to comply with the requirements for
14 objecting in ¶7.1 as having waived and forfeited any and all rights he or she may have
15 to appear separately and/or to object to the Settlement Agreement, and assert that
16 such Settlement Class Member is bound by all the terms of the Settlement Agreement
17 and by all proceedings, orders and judgments in the Litigation. The exclusive means
18 for any challenge to the Settlement Agreement shall be through the provisions of
19 ¶7.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the
20 final order approving this Settlement Agreement, or the Judgment to be entered upon
21 final approval shall be brought pursuant to appeal under the Washington State Court
22 Rules of Appellate Procedure and not through a collateral attack.

23 **VIII. RELEASES**

24 8.1 Upon sixty (60) days after the Effective Date, each Settlement Class
25 Member, including Plaintiff, shall be deemed to have, and by operation of the
26 Judgment shall have, fully, finally, and forever released, relinquished, and discharged
27 all Released Claims. Further, upon the Effective Date, and to the fullest extent
28 permitted by law, each Settlement Class Member, excluding Opt-Outs but including

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

5 8.2 Upon sixty (60) days after the Effective Date, Renton shall be deemed
6 to have, and by operation of the Judgment shall have, fully, finally, and forever
7 released, relinquished, and discharged, the Settlement Class Representative, the
8 Settlement Class Members, and Proposed Settlement Class Counsel, of all claims,
9 based upon the institution, prosecution, assertion, settlement, or resolution of the
10 Litigation or the Released Claims, except for enforcement of the Settlement
11 Agreement. Any other claims or defenses Renton may have against the Settlement
12 Class Representative, the Settlement Class Members, and the Proposed Settlement
13 Class Counsel including, without limitation, any claims based upon any retail,
14 banking, debtor-creditor, contractual, or other business relationship with such
15 Persons not based on the institution, prosecution, assertion, settlement, or resolution
16 of the Litigation are specifically preserved and shall not be affected by the preceding
17 sentence.

18 8.3 Notwithstanding any term herein, neither Renton nor its Related Entities
19 shall have or shall be deemed to have released, relinquished, or discharged any claim
20 or defense against any Person other than Representative Plaintiff, each and all of the
21 Settlement Class Members, and Proposed Settlement Class Counsel.

22 **IX. SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES**

23 9.1 After an agreement had been reached as to the essential terms of a
24 settlement (i.e., Settlement Class benefits), the Parties negotiated the amount of a
25 service award to the Representative Plaintiff. Subject to Court approval, the
26 Representative Plaintiff shall seek, and Defendant agrees to pay out of the Settlement
27 Fund, a total service award amount, not to exceed \$15,000, to be allocated to the
28

1 Representative Plaintiff. The Claims Administrator shall, from the Settlement Fund,
2 pay the service awards approved by the Court up to the agreed maximum.

3 9.2 After an agreement had been reached as to the essential terms of a
4 settlement (i.e., Settlement Class benefits), the Parties negotiated the amount of
5 Plaintiff's attorneys' fees and litigation expenses. Plaintiff shall seek an award of
6 combined attorneys' fees and costs not to exceed one-third of the Settlement Fund.
7 The Claims Administrator shall, from the Settlement Fund, pay the attorneys' fees
8 and expenses award approved by the Court up to the agreed maximum.

9 9.3 The Claims Administrator shall, from the Settlement Fund, pay the
10 service awards and attorneys' fees and expenses awarded by the Court to Emery
11 Reddy, PLLC, within fourteen (14) days after the Effective Date. The attorneys' fees
12 and expenses award will be allocated among the Proposed Settlement Class Counsel.
13 Renton bears no responsibility or liability relating to the allocation of the attorneys'
14 fees and expenses among Proposed Settlement Class Counsel.

15 9.4 The finality or effectiveness of the Settlement Agreement shall not
16 depend upon the Court awarding any particular attorneys' fees and expenses award
17 or service award. No order of the Court, or modification or reversal or appeal of any
18 order of the Court concerning the amount(s) of any attorneys' fees and expenses,
19 and/or service awards ordered by the Court to Proposed Settlement Class Counsel or
20 Representative Plaintiff shall affect whether the Judgment is final or constitute
21 grounds for cancellation or termination of this Settlement Agreement.

22 **X. ADMINISTRATION OF CLAIMS**

23 10.1 The Claims Administrator shall administer and calculate the claims
24 submitted by Settlement Class Members under ¶¶2.2.1 and 2.2.2. Proposed
25 Settlement Class Counsel and counsel for Renton shall be given reports as to both
26 claims and distribution, and have the right to challenge the claims and distribution
27 set forth in the reports, including by requesting and receiving, for any approved claim,
28 the name of the Settlement Class Member, a description of the approved claim,

1 including dollar amounts to be paid as Ordinary Losses, and all supporting
2 documentation submitted. If counsel for the Settling Parties agree that any such claim
3 is improper, the Claims Administrator shall follow counsel's joint direction regarding
4 the disposition of the claim. If the Settling Parties cannot agree on the disposition of
5 a claim, the Settling Parties, upon the election of either Settling Party, will submit the
6 claim for disposition to a jointly agreed upon impartial third-party claim referee for
7 determination. The Claims Administrator's determination of whether a Settlement
8 Claim is a Valid Claim shall be binding, subject to the above right of review and
9 challenge and the Dispute Resolution process set forth in ¶2.5. All claims agreed to
10 be paid in full by Renton shall be deemed Valid Claims.

11 10.2 Checks for Valid Claims shall be mailed and postmarked, and
12 electronic payments shall be issued electronically, within sixty (60) days of the
13 Effective Date, or within thirty (30) days of the date that the claim is approved,
14 whichever is later.

15 10.3 All Settlement Class Members who fail to timely submit a claim for
16 any benefits hereunder within the time frames set forth herein, or such other period
17 as may be ordered by the Court, or otherwise allowed, shall be forever barred from
18 receiving any payments or benefits pursuant to the settlement set forth herein, but
19 will in all other respects be subject to, and bound by, the provisions of the Settlement
20 Agreement, the releases contained herein and the Judgment.

21 10.4 No Person shall have any claim against the Claims Administrator,
22 Renton, Proposed Settlement Class Counsel, Proposed Class Representative, and/or
23 Renton's counsel based on distributions of benefits, or the denial of benefits, to
24 Settlement Class Members.

25 **XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
26 **CANCELLATION, OR TERMINATION**

27 11.1 The Effective Date of the settlement shall be conditioned on the
28 occurrence of all of the following events:

- 1 a) The Court has entered the Preliminary Approval Order, as
2 required by ¶5.1;
- 3 b) The Court has entered the Judgment granting final approval to the
4 settlement as set forth herein; and
- 5 c) Judgment has become Final, as defined in ¶1.15.

6 11.2 If all conditions specified in ¶11.1 hereof are not satisfied and the
7 Effective Date does not occur, the Settlement Agreement shall be terminated unless
8 Proposed Settlement Class Counsel and Renton’s counsel mutually agree in writing
9 to proceed with the Settlement Agreement.

10 11.3 Within three (3) days after the Opt-Out Date, the Claims Administrator
11 shall furnish to Proposed Settlement Class Counsel and to Renton’s counsel a
12 complete list of all timely and valid requests for exclusion (the “Opt-Out List”).

13 11.4 Except as provided in ¶6.3, in the event that the Settlement Agreement
14 is not approved by the Court or the settlement set forth in this Settlement Agreement
15 is terminated in accordance with its terms, (a) the Settling Parties shall be restored to
16 their respective positions in the Litigation and shall jointly request that all scheduled
17 litigation deadlines be reasonably extended by the Court so as to avoid prejudice to
18 any Settling Party or Settling Party’s counsel, and (b) the terms and provisions of the
19 Settlement Agreement shall have no further force and effect and shall not be used in
20 the Litigation or in any other proceeding for any purpose, and any judgment or order
21 entered by the Court in accordance with the terms of the Settlement Agreement shall
22 be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this
23 Settlement Agreement to the contrary, no order of the Court or modification or
24 reversal on appeal of any order reducing the amount of attorneys’ fees, costs,
25 expenses, and/or service awards shall constitute grounds for cancellation or
26 termination of the Settlement Agreement. Further, notwithstanding any statement in
27 this Settlement Agreement to the contrary, Renton shall be obligated to pay amounts
28 already billed or incurred for costs of notice to the Settlement Class, Claims

1 Administration, and Dispute Resolution pursuant to ¶4.1 above and shall not, at any
2 time, seek recovery of same from any other party to the Litigation or from counsel to
3 any other party to the Litigation. In the event any of the releases or definitions set
4 forth in ¶¶1.24, 1.25, 1.26, 8.1, or 8.2 are not approved by the Court as written, the
5 Settlement Agreement shall be terminated and provisions (a) and (b) of this paragraph
6 shall apply to the Settling Parties and this Agreement unless Proposed Settlement
7 Class Counsel and Renton’s counsel mutually agree in writing to proceed with the
8 Settlement Agreement.

9 11.5 Prior to the Effective Date, Class Counsel may amend the Complaint
10 to include additional Representative Plaintiffs.

11 **XII. MISCELLANEOUS PROVISIONS**

12 12.1 The Settling Parties (i) acknowledge that it is their intent to
13 consummate this agreement; and (ii) agree to cooperate to the extent reasonably
14 necessary to effectuate and implement all terms and conditions of this Settlement
15 Agreement, and to exercise their best efforts to accomplish the terms and conditions
16 of this Settlement Agreement.

17 12.2 The Settling Parties intend this settlement to be a final and complete
18 resolution of all disputes between them with respect to the Litigation. The settlement
19 comprises claims that are contested and shall not be deemed an admission by any
20 Settling Party as to the merits of any claim or defense. The Settling Parties agree that
21 the settlement was negotiated in good faith and at arm’s length by the Settling Parties,
22 and reflects a settlement that was reached voluntarily after consultation with
23 competent legal counsel. The Settling Parties reserve their right to rebut, in a manner
24 that such party determines to be appropriate, any contention made in any public
25 forum that the Litigation was brought or defended in bad faith or without a reasonable
26 basis. It is agreed that no Party shall have any liability to any other Party as it relates
27 to the Litigation, except as set forth herein.
28

1 12.3 Neither the Settlement Agreement, nor the settlement contained herein,
2 nor any act performed or document executed pursuant to or in furtherance of the
3 Settlement Agreement or the settlement (i) is or may be deemed to be or may be used
4 as an admission of, or evidence of, the validity or lack thereof of any Released Claim,
5 or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be
6 deemed to be or may be used as an admission of, or evidence of, any fault or omission
7 of any of the Released Persons in any civil, criminal or administrative proceeding in
8 any court, administrative agency or other tribunal. Any of the Released Persons may
9 file the Settlement Agreement and/or the Judgment in any action that may be brought
10 against them or any of them in order to support a defense or counterclaim based on
11 principles of *res judicata*, collateral estoppel, release, good faith settlement,
12 judgment bar, or reduction or any other theory of claim preclusion or issue preclusion
13 or similar defense or counterclaim.

14 12.4 The Settlement Agreement may be amended or modified only by a
15 written instrument signed by or on behalf of all Settling Parties or their respective
16 successors-in-interest.

17 12.5 This Settlement Agreement contains the entire understanding between
18 Renton and Plaintiff individually and on behalf of the Settlement Class Members
19 regarding the Litigation settlement and this Agreement, and this Agreement
20 supersedes all previous negotiations, agreements, commitments, understandings, and
21 writings between Renton and Plaintiff, including between counsel for Renton and
22 Class Counsel, in connection with the Litigation settlement and this Agreement.
23 Except as otherwise provided herein, each party shall bear its own costs.

24 12.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class,
25 is expressly authorized by Plaintiff to take all appropriate actions required or
26 permitted to be taken by the Settlement Class pursuant to the Settlement Agreement
27 to effectuate its terms, and also is expressly authorized to enter into any modifications
28 or amendments to the Settlement Agreement on behalf of the Settlement Class which

1 they deem appropriate in order to carry out the spirit of this Settlement Agreement
2 and to ensure fairness to the Settlement Class.

3 12.7 Each counsel or other Person executing the Settlement Agreement on
4 behalf of any party hereto hereby warrants that such Person has the full authority to
5 do so.

6 12.8 The Settlement Agreement may be executed in one or more
7 counterparts. All executed counterparts and each of them shall be deemed to be one
8 and the same instrument.

9 12.9 The Settlement Agreement shall be binding upon, and inure to the
10 benefit of, the successors and assigns of the parties hereto.

11 12.10 The Court shall retain jurisdiction with respect to implementation and
12 enforcement of the terms of the Settlement Agreement, and all parties hereto submit
13 to the jurisdiction of the Court for purposes of implementing and enforcing the
14 settlement embodied in the Settlement Agreement.

15 12.11 All dollar amounts are in United States dollars (USD).

16 12.12 Cashing a settlement check (paper or electronic) is a condition
17 precedent to any Settlement Class Member's right to receive monetary settlement
18 benefits. All settlement checks shall be void ninety (90) days after issuance and shall
19 bear the language: "This check must be cashed within ninety (90) days, after which
20 time it is void." If a check becomes void, the Settlement Class Member shall have
21 until six months after the Effective Date to request re-issuance. If no request for re-
22 issuance is made within this period, the Settlement Class Member will have failed to
23 meet a condition precedent to recovery of monetary settlement benefits, the
24 Settlement Class Member's right to receive monetary relief shall be extinguished,
25 and Renton shall have no obligation to make payments to the Settlement Class
26 Member under ¶¶2.2.1 and/or 2.2.2 or any other type of monetary relief. The same
27 provisions shall apply to any re-issued check. For any checks that are issued or re-
28 issued for any reason more than one hundred eighty (180) days from the Effective

1 Date, requests for further re-issuance will not be honored after such checks become
2 void.

3 12.13 All agreements made and orders entered during the course of the
4 Litigation relating to the confidentiality of information shall survive this Settlement
5 Agreement.

6 IN WITNESS WHEREOF, the parties hereto have caused the Settlement
7 Agreement to be executed.

8
9
10 **EMERY REDDY, PLLC**

11
12 /s/ Timothy W. Emery
13 600 Stewart Street, Suite 1100
14 Seattle, WA 98101
15 Telephone: 206-442-9106
emeryt@emeryreddy.com

16 **CLAYEO C. ARNOLD**
17 **A PROFESSIONAL CORP.**

18 /s/ M. Anderson Berry
19 M. Anderson Berry
20 865 Howe Avenue
21 Sacramento, CA 95825
22 Telephone: 916-239-4778
aberry@justice4you.com

23 *Attorneys for Plaintiff and the*
24 *Settlement Class*

RENTON SCHOOL DISTRICT

Signed by:
/s/ 
0AE08F0164EA4FC...
Damien Pattenau
Superintendent
For Defendant
Renton School District

EXHIBIT A

2. PAYMENT ELIGIBILITY INFORMATION.

Please review the notice and paragraphs 2.2 and 2.3 of the Settlement Agreement for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us determine if you are entitled to a settlement payment or other benefits.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of expenses or lost time that you incurred as a result of the Data Security Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in bold type. If you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish. Please note that recovery is limited to: (i) up to \$500 in reimbursement for documented ordinary out-of-pocket losses and up to 3 hours calculated at \$30 per hour for time reasonably spent responding to the Data Security Incident; and (ii) up to \$5,000 in reimbursement for documented extraordinary out-of-pocket losses resulting from actual identity theft. If, after paying all other expenses and benefits, there remains any funds in the Settlement Fund, those funds will be distributed on a *pro rata* basis (up to an additional \$500) to all those who timely filled out and submitted this claim form, if the settlement is approved, and if they are found to be eligible for a payment or other benefit.

I wish to make a claim for ordinary expenses and/or lost time incurred as a result of the Data Security Incident. This category is capped at \$500 to include lost time amounts. I understand I must provide a description of the charges or time sought to be reimbursed.

You must provide supporting documentation. Examples - bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (if charged based on the amount of data used), postage, or gasoline/electricity for travel; fees for credit reports, credit monitoring, or other identity theft insurance, purchased between July 13, 2023, and [ENTER DATE FOR CLAIMS DEADLINE].

Total amount for this category: \$

Expense Types	Approximate Amount of Expense and Date	Description of Expense or Money Paid and Supporting Documents (Identify what you are attaching, and why it is related to the Data Security Incident)
	\$ _____ Date: _____ \$ _____ Date: _____	_____ _____ _____ _____ _____

If you are seeking reimbursement for out-of-pocket expenses, please attach a copy of a statement or receipt from the company that charged you, showing the amount of charges incurred.

You may mark out any transactions that are not relevant to your claim before sending the documentation.

I wish to make a claim for **reimbursement for time spent dealing with the Data Security Incident**

Examples – You spent time contacting your bank and/or implementing credit monitoring, and/or checking your statements as a result of the Data Security Incident. Reimbursement for time spent dealing with the Data Security Incident is paid at \$30/hour, for up to 3 hours. You may round up your time to the nearest whole hour.

- 1 Hour
 2 Hours
 3 Hours

Explanation of Time Spent (Identify what you did by activity and why)	Approx. Date(s) (if known)	Time Spent on Activity

I wish to make a claim for extraordinary expenses incurred as a result of the Data Security Incident. This category is capped at \$5,000. I understand I must provide documentation demonstrating these expenses in order to be reimbursed.

You must provide supporting documentation. Examples - bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (if charged based on the amount of data used), postage, or gasoline/electricity for travel; fees for credit reports, credit monitoring, or other identity theft insurance, purchased between July 13, 2023, and [ENTER DATE FOR CLAIMS DEADLINE].

Total amount for this category: \$

Expense Types	Approximate Amount of Expense and Date	Description of Expense or Money Paid and Supporting Documents (Identify what you are attaching, and why it is related to the Data Security Incident)
	\$ _____ Date: _____ \$ _____ Date: _____	_____ _____ _____ _____ _____

If you are seeking reimbursement for out-of-pocket expenses, please attach a copy of a statement or receipt from the company that charged you, showing the amount of charges incurred.

You may mark out any transactions that are not relevant to your claim before sending the documentation.

3. SIGN AND DATE YOUR CLAIM FORM.

I declare under the laws of the United States and the laws of my State of residence that the information supplied in this claim form is true and correct to the best of my knowledge and recollection, and that this form was executed on the date set forth below. I understand that I may be asked by the Claims Administrator to provide supplemental information before my claim will be considered complete and valid.

Signature

Print

Date

4. REMINDER CHECKLIST

1. Keep copies of the completed Claim Form and documentation for your own records.
2. If your address changes or you need to make a correction to the address on this claim form, please visit the settlement administration website at [\[WEBSITE\]](#) and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you in order to complete your request.
3. If you need to supplement your claim submission with additional documentation, please visit the settlement administration website at [\[WEBSITE\]](#) and provide these documents by completing the Secure Contact Form.
4. For more information, please visit the settlement administration website at [\[WEBSITE\]](#) or call the Settlement Administrator at [\[TELEPHONE#\]](#). Please do not call the Court or the Clerk of the Court.

EXHIBIT B

Douglas Owusu v. Renton School District, Case 24-2-10638-3 SEA
SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

If you reside in the United States and your Private Information was compromised in the Data Security Incident publicly disclosed by Renton School District in or around February 2024, you may be eligible for benefits from a class action settlement.

Para una notificación en Español, visitar [WEB ADDRESS]

***A Washington court has determined that there is sufficient evidence to suggest that this Settlement might be fair, adequate, and reasonable and thereby ordered this notice. Any final determination as to these matters will be made at the Final Fairness Hearing.
This is not junk mail, an advertisement or a lawyer solicitation.***

- A settlement has been proposed in a class action against Renton School District (“Renton”) arising out of a data security incident that occurred between July 13, 2023, and August 3, 2023, during which unauthorized third parties gained access to certain files containing the personal information of current and former students and employees of Renton (the “Data Security Incident”). The computer files accessed in the Data Security Incident contained the following information, which varied by individual: names, Social Security numbers, dates of birth, health insurance information, medical information, student IDs, financial account information, electronic/digital signatures, and other full access credentials (“Private Information”).
- On May 13, 2024, Plaintiff filed a class action on behalf of himself and those similarly situated, asserting claims against Renton for negligence.
- If you reside in the United States and your Private Information was compromised in the Data Security Incident publicly disclosed by Renton in or around February 2024, you are part of the Settlement Class and may be eligible for benefits. You may have received a notice concerning the Data Security Incident from Renton or its authorized representative. .
- The settlement provides: (i) up to \$500 in reimbursement for documented ordinary out-of-pocket losses and up to 3 hours calculated at \$30 per hour for time reasonably spent responding to the Data Security Incident; and (ii) up to \$5,000 in reimbursement for documented extraordinary out-of-pocket losses resulting from actual identity theft. If, after all other payments and expenses are paid for out of the Settlement Fund, there remain any funds in the Settlement Fund, any Settlement Class Members who have submitted a claim for any of the other settlement benefits will be paid a share of the residual funds up to \$500 per Settlement Class Member.
- Additionally, Renton has agreed that it has taken, and will continue to take, reasonable steps to enhance the security measures in place to protect access to its data network
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM Deadline: [Insert]	This is the only way to receive a payment.
EXCLUDE YOURSELF FROM THE SETTLEMENT Deadline: [Insert]	Get no benefits. This is the only option that may allow you to individually sue Renton over the claims being resolved by this settlement.
OBJECT TO THE SETTLEMENT Deadline: [Insert]	Write to the Court with reasons why you do not agree with the settlement.

GO TO THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
DO NOTHING	You will not get any compensation from the settlement and you will give up certain legal rights.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice. For complete details, view the Settlement Agreement at [WEBSITE] or call [TELEPHONE #].
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will be made and settlement benefits distributed only after the Court grants final approval of the settlement and after any appeals are resolved in favor of the settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION Page 3

1. Why was this Notice issued?
2. What is this lawsuit about?
3. What is a class action?
4. Why is there a settlement?

WHO IS IN THE SETTLEMENT? Pages 3 and 4

5. How do I know if I am included in the settlement?
6. What if I am not sure whether I am included in the settlement?

THE SETTLEMENT BENEFITS Page 4 and 5

7. What does the settlement provide?
8. What payments are available?

HOW TO GET BENEFITS Page 5

9. How do I get benefits?
10. How will claims be decided?

REMAINING IN THE SETTLEMENT Page 5-6

11. Do I need to do anything to remain in the settlement?
12. What am I giving up as part of the settlement?

EXCLUDING YOURSELF FROM THE SETTLEMENT Page 6

13. If I exclude myself, can I get a payment from this settlement?
14. If I do not exclude myself, can I sue Renton for the same thing later?
15. How do I get out of the settlement?

THE LAWYERS REPRESENTING YOU Page 6 and 7

16. Do I have a lawyer in this case?
17. How will Settlement Class Counsel be paid?

OBJECTING TO THE SETTLEMENT Pages 7-8

18. How do I tell the Court if I do not like the settlement?
19. What is the difference between objecting and asking to be excluded?

THE COURT’S FINAL APPROVAL HEARING Pages 8

Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)

20. When and where will the Court decide whether to approve the settlement?

21. Do I have to attend the Final Approval Hearing?

22. May I speak at the Final Approval Hearing?

IF YOU DO NOTHING..... Page 8

23. What happens if I do nothing?

GETTING MORE INFORMATION Page 8-9

24. How do I get more information?

BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed settlement in this Class Action and about all of your options before the Court decides whether to give “Final Approval” to the settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the settlement.

Judge Samuel S. Chung of the Superior Court of King County, Washington, is overseeing this case. The case is known as *Douglas Owusu v. Renton School District*, No. 24-2-10638-3 SEA (the “Lawsuit”). The individual who sued is called the Plaintiff. Renton is called the Defendant.

2. What is this lawsuit about?

Plaintiff claims that Renton was responsible for the increased risk of identity theft stemming from the Data Security Incident and asserts claims including negligence. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Security Incident.

Renton denies all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

3. What is a class action?

In a class action, one or more people called “Plaintiff(s)” or “Representative Plaintiff(s)” (in this case, Plaintiff Douglas Owusu) who sues on behalf of all people who have similar claims. Together, all these people are called a Class or Class Members. One Court and one judge resolve the issues for all Class members, except for those who exclude themselves from the Class Members who participate in the settlement (“Settlement Class”).

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Renton. Instead, Plaintiff and Renton negotiated a settlement that allows both Plaintiff and Renton to avoid the risks and costs of lengthy and uncertain litigation, as well as the uncertainty of trial and appeals. It also allows Settlement Class Members to obtain benefits without further delay. The Representative Plaintiff and his attorneys believe the settlement is best for all Settlement Class Members. The settlement does not mean that Renton did anything wrong.

WHO IS IN THE SETTLEMENT?

Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)

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

You are part of this settlement as a Class member if you are an individual residing in the United States whose Private Information was compromised in the Data Security Incident publicly disclosed by Renton School District in or around February 2024.

Class Members consist of approximately 30,370 individuals. Class Members specifically exclude all persons who are directors or officers of Renton, the Judge assigned to the Action, and that Judge's immediate family and Court staff.

6. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are included in the settlement, or have any other questions related to the settlement, you may:

1. Call (NUMBER)
2. Email (EMAIL); or
3. Write to:
(ADDRESS)

Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the settlement provide?

The settlement provides for two types of cash payments: (i) up to \$500 in reimbursement for documented ordinary out-of-pocket losses and up to 3 hours calculated at \$30 per hour for time reasonably spent responding to the Data Security Incident; and (ii) up to \$5,000 in reimbursement for documented extraordinary out-of-pocket losses resulting from actual identity theft. You may submit a claim for any of the above-listed remedies. To claim each type of remedy, you must provide information and/or documentation with the Claim Form. If, after all other payments and expenses are paid for out of the Settlement Fund, there remain any funds in the Settlement Fund, any Settlement Class Members who have submitted a claim for any of the other settlement benefits will be paid a *pro rata* share of the residual funds up to \$500 per Settlement Class Member.

Renton has also agreed that it has undertaken, and will continue to undertake, certain reasonable steps to enhance the security deployed to secure access to its data network. These steps are delineated in the Settlement Agreement available at [www.\[website\].com](http://www.[website].com).

8. What payments are available?

Ordinary Loss Payment: Class Members are eligible to submit a claim for documented out-of-pocket losses including, for example, lost time, unreimbursed losses relating to fraud or identity theft, unreimbursed costs of credit monitoring incurred between the time of the Data Security Incident and the time the claim is submitted, and unreimbursed bank fees, postage, or gasoline for travel (“Ordinary Losses”) and time spent remedying issues related to the Data Security Incident (“Attested Time”), up to \$500 per individual. Specifically, Class Members may claim reimbursement for the following:

- postage, copying, scanning, faxing, mileage and other travel-related charges, parking, notary charges, research charges, cell phone charges (only if charged by the minute), long distance phone charges, data charges (only if charged based on the amount of data used), text message charges

Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)

(only if charged by the message), bank fees, accountant fees, and attorneys' fees, all of which must be fairly traceable to the Data Security Incident and must not have been previously reimbursed by a third party; and/or

- up to three (3) hours of time compensated at the rate of \$30 per hour. All such lost time must be fairly traceable to the Data Security Incident, reasonably described by type of lost time incurred, and supported by an attestation that the time spent was reasonably incurred dealing with the Data Security Incident.

Extraordinary Loss Payment: Class Members are eligible to claim up to \$5,000 in reimbursement for monetary loss 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; (iii) the loss occurred during the specified time period; (iv) the loss is not already covered by one or more of the normal reimbursement categories; and (v) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including and not limited to exhaustion of all available credit monitoring insurance and identify theft insurance.

Residual Funds / Pro Rata Reduction. In the event that Compensation for Ordinary Losses, Compensation for Extraordinary Losses, Claims Administration Costs, Service Award to Class Representative, and Attorney's Fees and Litigation Expenses exceed the Settlement Fund, all Class Member payments will be reduced on a pro rata basis such that Renton's maximum amount to be paid does not exceed the non-reversionary Settlement Fund. If Compensation for Ordinary Losses, Compensation for Extraordinary Losses, Claims Administration Costs, Service Award to Class Representative, and the Attorney's Fees and Litigation Expenses Award do not exceed the Settlement Fund, all remaining funds will be distributed to all Settlement Class Members who submitted a Valid Claim, up to an additional \$500 for each claimant.

HOW TO GET BENEFITS

9. How do I get benefits?

To make a claim for payment from the settlement, you must complete a Claim Form. You may download a copy of the Claim Form at [www.\[website\].com](http://www.[website].com), or you may request one by mail by calling (NUMBER). To complete the Claim Form, please read the instructions carefully, fill out the Claim Form, provide reasonable documentation (where applicable), and submit your Claim online or mail it postmarked no later than (CLAIM DEADLINE) to:

(ADDRESS)

10. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may request additional information from any Claimant. If the Claimant does not timely respond within thirty (30) days or fails to provide the required information, the Claim will be considered invalid and will not be paid. If the claim is rejected in whole or in part, for any other reason, then the Claims Administrator shall refer the claim to the counsel for the Settling Parties for a joint determination. The Claims Administrator will follow their joint direction regarding the final disposition of the claim.

REMAINING IN THE SETTLEMENT

11. Do I need to do anything to remain in the settlement?

Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)

You do not have to do anything to remain in the settlement, but if you want a payment, you must submit a Claim Form postmarked or submitted online by **[CLAIM DEADLINE]**.

12. What am I giving up as part of the settlement?

By remaining in the settlement, you are agreeing that all of the Court’s orders will apply to you, and that you give Renton a “Release.” A Release means you cannot sue or be part of any other lawsuit against Renton about the claims or issues in this lawsuit (relating to the Data Security Incident), and that you will be bound by the settlement. The specific claims you are giving up against Renton and related persons or entities are called “Released Claims.” The Released Claims are defined in the Settlement Agreement, which is available on the settlement website at [www.\[website\].com](http://www.[website].com). The Settlement Agreement describes the Released Claims with specific and accurate legal descriptions, so read it carefully.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue Renton about issues in this case, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself from – or “opting out” of – the Settlement Class.

13. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the settlement. You will also not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue Renton for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Renton for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form.

15. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a written request stating that you want to be excluded from the settlement in *Douglas Owusu v. Renton School District*, No. 24-2-10638-3 SEA (King County, Washington) (“Exclusion Request”). Your Exclusion Request must include your name, address, and signature, and must clearly state your intent to be excluded from the Settlement Class. You must mail your Exclusion Request postmarked by **[EXCLUSION DEADLINE]** to:

Douglas Owusu v. Renton School District Settlement
c/o CPT Group
P.O. Box XXXX
XXXXX, XX XXXXX-XXXX

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed Timothy W. Emery and M. Anderson Berry of Emery Reddy, PC to represent you and other Settlement Class Members. These lawyers are called Settlement Class Counsel. You will not

Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)

be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will Settlement Class Counsel be paid?

If the settlement is approved and becomes final, Settlement Class Counsel will ask the Court to award combined attorneys’ fees and costs in the amount of \$161,666.67. Settlement Class Counsel will also request approval of a service award to the Representative Plaintiff of up to \$15,000. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid separately by Renton and will not reduce the amount of total payments available to Settlement Class members.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class Member, you can object to the settlement if you disagree with any part of it. You can give reasons why you think the Court should not approve the settlement. The Court will consider your views before making a final decision.

To object, you must file with the Court and mail or email copies to Class Counsel and Renton’s counsel a written notice stating that you object to the settlement. Your objection must include all of the following information: (i) your full name and address; (ii) the case name and docket number – *Douglas Owusu v. Renton School District*, Case No. 24-2-10638-3 SEA (Washington State Superior Court for King County); (iii) information identifying yourself as a Settlement Class Member, including proof that you are a Settlement Class Member (e.g., copy of your settlement notice, copy of original notice of the Data Security Incident, or a statement explaining why you believe you are a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable; (v) the identity of any and all counsel representing you in connection with the objection; (vi) a statement whether you or your counsel will appear at the Final Fairness Hearing; and (vii) your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

Your written notice of an objection, in the appropriate form, must be mailed, with a postmark date no later than **[DATE]**, to all of the following:

Class Counsel	Counsel for Renton
Timothy W. Emery M. Anderson Berry Emery Reddy, PC 600 Stewart Street, Suite 1100 Seattle, WA 98101	Marcus S. McCutcheon Baker & Hostetler, LLP 600 Anton Blvd., Suite 900 Costa Mesa, CA 92626

The Court may elect to hear your oral objection, even if you do not follow the above procedure, at the Final Approval Hearing. However, the Parties reserve the right to challenge the objection of any Settlement Class Member who does not follow the above procedure.

19. What is the difference between objecting and asking to be excluded?

Questions? Call **(NUMBER)** or visit [www.\[website\].com](http://www.[website].com)

Objecting is telling the Court that you do not like the settlement and why you do not think the Court should approve it. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not 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 FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **DATE** at **TIME** in the **TBD**. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will take into consideration any properly filed written objections and may also listen to people who have asked to speak at the hearing (see Question 18). The Court will also decide whether to approve fees and costs to Settlement Class Counsel, and the service award to Representative Plaintiff.

21. Do I have to attend the Final Approval Hearing?

No. Settlement Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your own expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and served it according to the instructions provided in Question 18, the Court will consider it.

22. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file and serve an objection according to the instructions in Question 18, including all the information required.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will get no monetary benefits from this settlement. Once the Court grants the settlement Final Approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Renton about the legal issues in this case, ever again.

You must exclude yourself from the settlement if you want to retain the right to sue Renton for the claims resolved by this settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This notice is a summary of the proposed settlement. You can find complete details about the settlement in the Settlement Agreement, attached as **Exhibit B** to the “*Declaration of Timothy W. Emery in Support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement*” filed on **DATE**, is available at [www.\[website\].com](http://www.[website].com). You may also:

1. Write to:

Douglas Owusu v. Renton School District Settlement
c/o CPT Group

Questions? Call **(NUMBER)** or visit [www.\[website\].com](http://www.[website].com)

P.O. Box XXXX
XXXXX, XX XXXXX-XXXX

2. Visit the settlement website at [www.\[website\].com](http://www.[website].com)
3. Call the toll-free number (NUMBER)

The address to [INSERT], the courthouse to which this case is assigned, is [INSERT].

PLEASE DO NOT CALL THE COURT OR THE JUDGE WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

EXHIBIT C

1 This matter is before the Court on Plaintiff's Unopposed Motion for
2 Preliminary Approval of Class Action Settlement (the "Motion"). Plaintiff,
3 individually and on behalf of the proposed Settlement Class, and Defendant Renton
4 School District ("Defendant") have entered into a Settlement Agreement dated July
5 17, 2025 that, if approved, would settle the above-captioned litigation. Having
6 considered the Motion, the Settlement Agreement together with all exhibits and
7 attachments thereto, the record in this matter, and the briefs and arguments of
8 counsel, IT IS HEREBY ORDERED as follows:

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

11 2. The Court has jurisdiction over this litigation, Representative Plaintiff,
12 Defendant, Settlement Class Members, and any party to any agreement that is part of
13 or related to the Settlement Agreement.

14 **PRELIMINARY APPROVAL**

15 3. The Court has reviewed the terms of the proposed Settlement
16 Agreement, the exhibits and attachments thereto, Plaintiff's Motion, briefs and
17 papers, and the declarations of Class Counsel and the Claims Administrator. Based
18 on its review of these papers, the Court finds that the Settlement Agreement appears
19 to be the result of serious, informed, non-collusive negotiations. The terms of the
20 Settlement Agreement fall within the range of possible approval as fair, reasonable,
21 and adequate.

22 4. The Court therefore GRANTS preliminary approval of the Settlement
23 Agreement and all of the terms and conditions contained therein.

24 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

25 5. Pursuant to Washington CR 23, the Court preliminarily certifies, for
26 settlement purposes only, the Settlement Class defined in the Settlement Agreement
27 as follows:

28 All individuals residing in the United States whose Private Information
was compromised in the Data Security Incident publicly disclosed by

1 the Renton School District in or around February 2024. Class Members
2 specifically excludes all persons who are directors or officers of
3 Defendant, the Judge assigned to the Action, and that Judge’s immediate
4 family and Court staff.

5 The Settlement Class consists of approximately 30,370 individuals. These
6 individuals constitute the “Settlement Class” solely for purposes of certifying
7 a settlement class in this Litigation.

8 6. The Court preliminarily finds that the Settlement Class satisfies the
9 requirements of Washington CR 23, for settlement purposes, as (1) the Settlement
10 Class is so numerous that joinder of all members is impracticable; (2) there are
11 questions of law or fact common to the Settlement Class; (3) the Representative
12 Plaintiff’s claims are typical of those of Settlement Class Members; and (4) the
13 Representative Plaintiff will fairly and adequately protect the interests of the
14 Settlement Class.

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

20 8. The Court hereby appoints Douglas Owusu as the Representative
21 Plaintiff.

22 9. The Court hereby appoints Timothy W. Emery and M. Anderson Berry
23 of Emery Reddy, PC as Settlement Class Counsel (collectively, “Class Counsel” or
24 “Settlement Class Counsel”).

25 **NOTICE AND ADMINISTRATION**

26 10. Pursuant to the Settlement Agreement, the Settling Parties have
27 designated the CPT Group as the Claims Administrator. The Claims Administrator
28 shall perform all the duties of the Claims Administrator set forth in the Settlement
Agreement.

1 outlined in the Long Notice, filed or postmarked no later than Date _____,
2 2025 (60 days after the Notice Commencement Date). Any Settlement Class Member
3 wishing to object to the Settlement Agreement shall submit a timely written notice
4 of his or her objection by the Objection Date. Such notice shall state: (i) the objector's
5 full name and address; (ii) the case name and docket number – *Douglas Owusu v.*
6 *Renton School District*, Case No. 24-2-10638-3 SEA (Washington State Superior
7 Court for King County); (iii) information identifying the objector as a Settlement
8 Class Member, including proof that the objector is a Settlement Class Member (e.g.,
9 copy of the objector's settlement notice, copy of original notice of the Data Security
10 Incident, or a statement explaining why the objector believes he or she is a Settlement
11 Class Member); (iv) a written statement of all grounds for the objection, accompanied
12 by any legal support for the objection the objector believes applicable; (v) the identity
13 of any and all counsel representing the objector in connection with the objection; (vi)
14 a statement whether the objector and/or his or her counsel will appear at the Final
15 Fairness Hearing; and (vii) the objector's signature or the signature of the objector's
16 duly authorized attorney or other duly authorized representative (if any) representing
17 him or her in connection with the objection. To be timely, written notice of an
18 objection that substantially complies with 7.1(i)-(vii) must be mailed, with a
19 postmark date no later than the Objection Date, to Class Counsel: Timothy W. Emery
20 of Emery Reddy, PC, 600 Stewart Street, Suite 1100, Seattle, WA 98101; and counsel
21 for Defendant, Marcus McCutcheon, Baker & Hostetler, LLP, 600 Anton Blvd., Suite
22 900, Costa Mesa, CA 92626. For all objections mailed to Class Counsel and counsel
23 for Defendant, Settlement Class Counsel will file them with the Court with the
24 Motion for Final Approval of Settlement.

25 16. Any Settlement Class Member who does not timely submit a written
26 objection in accordance with these procedures and the procedures detailed in the
27 notice provided to Settlement Class Members and Settlement Agreement shall be
28 deemed to have waived any objection, shall not be permitted to object to the

1 settlement, and shall be precluded from seeking any review of the Settlement
2 Agreement and/or the Final Approval Order by appeal or other means.

3 **FINAL APPROVAL HEARING**

4 17. The Court will hold a Final Fairness Hearing on Date _____, 2025
5 at [TIME] in TBD.

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

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

13 **DEADLINES, INJUNCTION & TERMINATION**

Event	Date
Defendant to provide Settlement Class Member data to Claims Administrator	14 days after entry of this Order
Notice Program per Settlement Agreement commences	30 days after entry of this Order
Class Counsel’s Motion for Attorneys’ Fees and Costs and Service Award	14 days prior to the Objection Deadline
Opt-Out and Objection Deadlines	60 days after the Notice Commencement Date
Motion for Final Approval	28 days prior to the Final Approval Hearing
Replies in Support of Motion for Final Approval and 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 125 days after entry of this Order

EXHIBIT D

If you reside in the United States and your Private Information was compromised in the Data Security Incident publicly disclosed by Renton School District in or around February 2024, you may be eligible for benefits from a class action settlement.

A Washington court has determined that there is sufficient evidence to suggest that this Settlement might be fair, adequate, and reasonable and thereby ordered this notice. Any final determination as to these matters will be made at the Final Fairness Hearing.

*This is not a solicitation from a lawyer.
Si desea recibir esta notificación en español, llámenos al 1-800-XXX-XXXX.*

WHAT CAN I GET? The settlement provides three types of payments to people who submit a valid claim form:

- (1) up to \$500 in reimbursement for documented ordinary out-of-pocket losses and up to 3 hours of lost time at \$30 per hour for time reasonably spent responding to the Data Security Incident;
- (2) up to \$5,000 in reimbursement for documented extraordinary out-of-pocket losses resulting from actual identity theft;
- (3) a residual cash payment of up to an additional \$500, if funds remain in the Settlement Fund after payment of all valid claims and settlement expenses.

Renton School District (“Renton”) has also agreed that it has taken, and will continue to take, reasonable steps to enhance the security measures in place to protect access to its data network.

A settlement has been proposed in a class action against Renton in an action arising out of a cyberattack that occurred between July 13, 2023, and August 3, 2023, during which a hacker gained access to personally identifiable information (“Private Information”) stored by Renton (the “Data Security Incident”). Renton announced the Data Security Incident in February of 2024. The lawsuit was filed asserting claims against Renton relating to the Data Security Incident. Renton denies the claims.

WHO IS INCLUDED? You received this notice because Renton’s records show you are a member of the Class. The Settlement Class consists of all individuals residing in the United States whose Private Information was compromised in the Data Security Incident publicly disclosed by the Renton School District in or around February of 2024.

CLAIM FORM. You must file a Claim Form to receive payment or other benefit as part of the Settlement. You can file a claim online or download a Claim Form at [www.\[website\].com](http://www.[website].com) and mail it, or you may call 1-800-XXX-XXXX and ask that a Claim Form be mailed to you. The claim deadline is [DATE].

OTHER OPTIONS. If you do not want to be legally bound by the settlement, you must exclude yourself by [DATE]. If you want to remain part of the settlement, you may nevertheless object to it by [DATE]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website [www.\[website\].com](http://www.[website].com) or call the toll-free number [TELEPHONE #] for a copy of the more detailed notice. On [DATE] at [TIME], the Court will hold a Final Fairness Hearing to determine whether to approve the settlement, Class Counsel’s request for attorneys’ fees and costs of up to \$161,666.67, and a service award of up to \$15,000 for the Class Representative. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but it is not required. This notice is a summary. For more information, call or visit the website below.

Questions? Call 1-800-XXX-XXXX or visit [www.\[website\].com](http://www.[website].com)