

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

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

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

This matter is before the Court on Plaintiff's Motion for Final Approval of Class Action Settlement (the "Final Approval Motion") and Plaintiff's Unopposed Motion for an Award of Attorneys' Fees, Costs, and Service Awards (the "Fees, Costs, and Service Awards Motion").

WHEREAS, Plaintiff Douglas Owusu ("Plaintiff") individually and on behalf of all others similarly situated, and Defendant Renton School District ("Defendant") have entered into a Settlement Agreement¹ that settles the above-captioned litigation and provides for a complete

¹ The terms of the settlement are set forth in the Settlement Agreement with accompanying exhibits attached as Exhibit 2 to the Declaration of Timothy W. Emery in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement filed on November 20, 2025 (the "Settlement Agreement").

1 dismissal with prejudice of the claims asserted against Defendant on the terms and conditions set
2 forth in the Settlement;

3 WHEREAS, Plaintiff made an application, pursuant to Rule 23 of the Washington Rules
4 of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the
5 Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only,
6 appointing Plaintiff as Class Representative, appointing Interim Class Counsel as counsel for the
7 Settlement Class, appointing CPT Group (“CPT”) as Claims Administrator, and allowing notice
8 to Settlement Class Members as more fully described herein;

9 WHEREAS, on December 5, 2025, the Court entered an order (the “Preliminary
10 Approval Order”) granting preliminary approval to the Settlement and approving the form and
11 manner for providing notice to the Settlement Class;

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

17 WHEREAS, on February 17, 2026, Plaintiff filed an Unopposed Motion for an Award of
18 Attorneys’ Fees, Costs, and Service Awards, with an accompanying declaration from M.
19 Anderson Berry setting forth Class Counsel’s time and expenses (the “Fee, Costs, and Service
20 Awards Motion”);

21 WHEREAS, on March 13, 2026, Plaintiff filed a Motion for Final Approval of Class
22 Action Settlement (“Final Approval Motion”) with an accompanying declaration from Kaylie
23 O’Connor of CPT in support of the Final Approval Motion;

24 WHEREAS, on April 3, 2026, the Court held a Final Fairness Hearing to determine
25 whether the proposed settlement is fair, reasonable and adequate and whether judgment should
26 be entered dismissing this Action with prejudice;

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

6 WHEREAS the Court, having given an opportunity to be heard to all requesting persons
7 in accordance with the Preliminary Approval Order; having heard the presentation of Class
8 Counsel; having heard from any objectors appearing at the hearing and having reviewed all of
9 the submissions presented with respect to the proposed Settlement; having determined that the
10 settlement is fair, reasonable, and adequate; having considered the application made by Class
11 Counsel for attorneys' fees, costs, and service awards to the Class Representative, and having
12 reviewed the materials in support of that application; and finding good cause appearing in the
13 record to grant the Motions.

14 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**
15 **that:**

16 1. The Final Approval Motion and the Fees, Costs, and Service Awards Motion are
17 **GRANTED** as stated herein.

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

20 3. The Settlement Agreement is fair, reasonable, adequate and in the best interests
21 of Settlement Class Members. The Settlement Agreement was negotiated at arm's-length, in
22 good faith and without collusion, by capable and experienced counsel, with full knowledge of
23 the facts, the law, and the risks inherent in litigating the Action, and with the active involvement
24 of the Parties. Moreover, the Settlement Agreement confers substantial benefits on the Settlement
25 Class Members, is not contrary to the public interest, and will provide the Parties with repose
26 from litigation. The Parties faced significant risks, expense, and/or uncertainty from continued

1 litigation of this matter, which further supports the Court's conclusion that the settlement is fair,
2 reasonable, adequate and in the best interests of the Settlement Class Members.

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

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

11 OBJECTIONS AND REQUESTS FOR EXCLUSION

12 6. All persons who did not object to the settlement in the manner set forth in the
13 Settlement Agreement are deemed to have waived any objections, including but not limited to
14 by appeal, collateral attack, or otherwise.

15 7. All persons who did not timely and validly elect to exclude themselves from the
16 settlement in the manner set forth in the Settlement Agreement are bound by the Settlement
17 Agreement and this Final Approval Order and Judgment, and they are not entitled to any of the
18 benefits under the Settlement.

19 CERTIFICATION OF THE SETTLEMENT CLASS

20 8. Solely for purposes of the Settlement Agreement and this Final Approval and
21 Order and Judgment, the Court hereby certifies the following Settlement Class:

22 Settlement Class:

23 All individuals residing in the United States whose Private Information was
24 compromised in the Data Security Incident publicly disclosed by the Renton
25 School District in or around February 2024. Class Members specifically excludes
26 all persons who are directors or officers of Renton [School District], the Judge
assigned to the Action, and that Judge's immediate family and Court staff. All

1 members of the Settlement Class that do not request exclusion from the settlement
2 shall be referred to as Settlement Class Members.

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

7 10. The Court grants final approval to the appointment of Representative Plaintiff
8 Douglas Owusu Class Representative and concludes that he has fairly and adequately represented
9 the Settlement Class and shall continue to do so.

10 11. The Court grants final approval to the appointment of Timothy W. Emery and M.
11 Anderson Berry of Emery Reddy, PC as Settlement Class Counsel. Class Counsel has fairly and
12 adequately represented the Settlement Classes and shall continue to do so.

13 **NOTICE TO THE CLASS**

14 12. The Court finds that the Notice Program provided for in the Settlement Agreement
15 and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable
16 under the circumstances; (ii) was reasonably calculated to provide, and did provide due and
17 sufficient notice to the Settlement Class regarding the existence and nature of the Action,
18 certification of the Settlement Class for settlement purposes only, the existence and terms of the
19 Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from
20 the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under
21 the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil
22 Procedure, the United States Constitution, and all other applicable law.

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

24 13. The Court awards Class Counsel \$161,667.00 for attorneys' fees and \$9,087.38
25 for reimbursement of costs and expenses, for a total award of \$170,754.38. The Court finds this
26 amount to be fair and reasonable. Payment shall be made pursuant to the procedures in the

1 Settlement Agreement.

2 14. The Court awards a Service Award of \$15,000 to the Class Representative:
3 Douglas Owusu. The Court finds such amounts are justified by his service to the Settlement
4 Class. Payment shall be made from the Settlement Fund pursuant to the Settlement Agreement.

5 **RELEASE**

6 15. Each Settlement Class Member, including the Class Representative, are deemed
7 to have, and by operation of the Judgment shall have, fully, finally, and forever released,
8 relinquished, and discharged all Released Claims as defined in the Settlement Agreement and
9 including unknown claims. The full terms of the release described in this paragraph are set forth
10 in paragraphs 1.24-1.26 and 8.1 of the Settlement Agreement and are specifically approved and
11 incorporated herein by this reference (the "Release"). Further, upon the Effective Date, and to
12 the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall
13 directly, indirectly, or in any representative capacity, be permanently barred and enjoined from
14 commencing, prosecuting, or participating in any recovery in any action in this or any other
15 forum (other than participation in this Settlement Agreement as provided herein) in which any of
16 the Released Claims is asserted.

17 16. The Settlement Agreement and this Final Judgment and Order apply to all claims
18 or causes of action settled under the Settlement Agreement, and binds Class Representative and
19 all Settlement Class Members who did not properly request exclusion. The Settlement Agreement
20 and this Final Approval Order and Judgment shall have maximum res judicata, collateral
21 estoppel, and all other preclusive effect in any and all causes of action, claims for relief, suits,
22 demands, petitions, or any other challenges or allegations that arise out of or relate to the subject
23 matter of the Cases.

24 **OTHER PROVISIONS**

25 17. The Court directs the Parties and their counsel to implement and consummate the
26 Settlement Agreement and make available to Settlement Class Members the relief provided for

1 therein, in accordance with the Settlement Agreement's terms and provisions.

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

8 19. The Settlement Agreement and this Final Approval Order and Judgment, and all
9 documents, supporting materials, representations, statements and proceedings relating to the
10 settlement shall not be offered or received into evidence, and are not admissible into evidence,
11 in any action or proceeding, except that the Settlement Agreement and this Final Approval Order
12 and Judgment may be filed in any action by any Defendant or the Settlement Class Members
13 seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment.

14 20. If the Effective Date does not occur for any reason, the Action will revert to the
15 status that existed before the Settlement Agreement's execution date, and the Parties shall be
16 restored to their respective positions in the Action as if the Settlement Agreement had never been
17 entered into. No term or draft of the Settlement Agreement, or any part of the Parties' settlement
18 discussions, negotiations, or documentation, will have any effect or be admissible in evidence
19 for any purpose in the Litigation.

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

23 22. The Court hereby dismisses the Action in its entirety with prejudice, and without
24 fees or costs except as otherwise provided for herein.

