

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

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

[CLERK'S ACTION REQUIRED]

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

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

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

4 **PRELIMINARY APPROVAL**

5 3. The Court has reviewed the terms of the proposed Settlement
6 Agreement, the exhibits and attachments thereto, Plaintiff's Motion, briefs and
7 papers, and the declarations of Class Counsel and the Claims Administrator. Based
8 on its review of these papers, the Court finds that the Settlement Agreement appears
9 to be the result of serious, informed, non-collusive negotiations. The terms of the
10 Settlement Agreement fall within the range of possible approval as fair, reasonable,
11 and adequate.

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

14 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

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

18 All individuals residing in the United States whose Private Information
19 was compromised in the Data Breach publicly disclosed by the Renton
20 School District in or around February 2024. Class Members specifically
21 excludes all persons who are directors or officers of Defendant, the
22 Judge assigned to the Action, and that Judge's immediate family and
23 Court staff.

24 The Settlement Class consists of approximately 30,370 individuals. These
25 individuals constitute the "Settlement Class" solely for purposes of certifying
26 a settlement class in this Litigation.

27 6. The Court preliminarily finds that the Settlement Class satisfies the
28 requirements of Washington CR 23, for settlement purposes, as (1) the Settlement

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

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

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

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

16 **NOTICE AND ADMINISTRATION**

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

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

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

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

5 EXCLUSIONS AND OBJECTIONS

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

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

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

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

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

22 **FINAL APPROVAL HEARING**

23 17. The Court will hold a Final Fairness Hearing on APRIL 10th, 2026
24 at 9:00am in W 829 AT THE KCH.

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

16 **IT IS SO ORDERED.**

17 Dated: 12/5/2025

18 
HON. SAMUEL S. CHUNG