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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
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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.
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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’
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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.
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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/ Damien Pattenaude
0AE08F0364EA4FC
Damien Pattenaude
Superintendent
For Defendant
Renton School District