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Honorable Sean P. O'Donnell
Hearing: July 17, 2025
Without Oral Argument

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

LAKISHA LEWIS and CZARINA SLAPE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SEATTLE HOUSING AUTHORITY,

Defendant.

NO. 24-2-16171-6 SEA

**DECLARATION OF KALEIGH N.
BOYD IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1. I am counsel for Plaintiffs in the above-captioned case. I am submitting this Declaration and the attached exhibits, including the executed Settlement Agreement (a true and correct copy attached as Exhibit 1, as well as the Settlement Agreement's attached Claim Form, Short Form Notices, and Long Form Notice) in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. This Declaration explains the basis for the settlement, including the significant relief it affords the Settlement Class. I have personal knowledge of the facts in this Declaration and could testify to them if called on to do so.

LITIGATION BACKGROUND AND SETTLEMENT NEGOTIATIONS

2. On July 18, 2024, Plaintiff Lakisha Lewis ("Plaintiff Lewis") filed this lawsuit against the Seattle Housing Authority ("SHA" or "Defendant"), seeking to represent a putative class of individuals whose personally identifiable information ("PII") was exposed in a Data

1 Breach at the SHA (“the Complaint”). *See* Dkt. 1. She was later joined by Plaintiff Czarina
2 Slape (“Plaintiff Slape”), and together they filed First Amended Class Action Complaint on
3 September 11, 2024. *See* Dkt. 5. Plaintiffs alleged that SHA failed to implement and maintain
4 reasonable cybersecurity measures, which resulted in the Data Breach and the unauthorized
5 access to the PII. *Id.*

6 3. The Parties participated in months of arm’s-length settlement negotiations,
7 during which the Parties discussed Defendant’s potential defenses, as well as the Parties’
8 respective positions on the merits of the claims and class certification. Prior to these
9 negotiations, Plaintiffs served Interrogatories and Requests for Production on Defendant, and
10 the Parties engaged in informal discovery regarding the class size. As part of the settlement
11 negotiations, the Parties entered into a confidential side agreement, which allows Defendant to
12 void the Settlement Agreement within 14 days of the Settlement Administrator notifying the
13 Parties of the opt-outs received. S.A. ¶ 80. This agreement can be submitted for the Court’s
14 review in camera upon the Court’s request. *Id.* Following these settlement negotiations, the
15 Parties reached an agreement to resolve the claims and entered into a Settlement Agreement in
16 principle.

17 4. The Parties thereafter finalized all the terms of the Settlement and executed the
18 Settlement Agreement on July 2, 2025.

19 5. The Parties have agreed to retain EisnerAmper Group (“Settlement
20 Administrator”), a nationally recognized class action settlement administrator, as the Settlement
21 Administrator.

6. The proposed Settlement Class is defined as:

[A]ll U.S. residents whose Personal Information was accessed and/or acquired in the Data Breach, as identified in the Settlement Class List to be provided by Defendant, which Defendant estimates to be approximately 72,000 individuals. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interests and its current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

S.A. ¶ 43.

7. Defendant will fund a non-reversionary common fund in the amount of \$486,000, which will be used to fund compensation for Out-of-Pocket Losses and reimbursement for lost time (“Attested Time”); Alternative Cash Payments; costs of Claims Administration; service awards; and attorneys’ fees and litigation expenses. S.A. ¶ 55.

DECLARATION OF KALEIGH N. BOYD IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL - 3

1 9. Plaintiffs believe the \$486,000 Settlement Fund will be more than sufficient to
2 cover all anticipated costs and claims. However, in the unlikely event it is not, SHA will not be
3 required to pay more than \$486,000. Specifically, if claims for Out-of-Pocket Losses and/or
4 Attested Time exceed the \$486,000 Settlement Fund, payments will be reduced *pro rata* so that
5 SHA's total contribution remains capped. S.A. ¶ 68.

6 10. Plaintiffs seek certification of a proposed Settlement Class for settlement
7 purposes. All Settlement Class Members who do not exclude themselves from the Settlement
8 will be eligible to submit claims. Reimbursement amounts may vary among claimants, but
9 those differences reflect the differing amounts of Out-of-Pocket Losses and Attested Time that
10 Settlement Class Members incurred as a result of the Data Breach. Thus, each valid claim will
11 be paid proportionate to the harm suffered by the claimant.

12
13 **ATTORNEYS' FEES AND SERVICE AWARD**

14 11. SHA has agreed that, subject to this Court's approval, Class Counsel may file a
15 Fee Application for 'Attorneys' Fees and Costs' of up to thirty percent of the Settlement Fund,
16 as well as Service Awards of \$4,000 each (\$8,000 total) for the Settlement Class
17 Representatives. SHA will not oppose such applications. S.A. ¶¶ 96, 98. Court approval of the
18 Settlement is not dependent on the Court awarding attorneys' fees and costs. *Id.* ¶ 100.

19 12. The Parties did not discuss the payment of attorneys' fees, costs, expenses,
20 and/or service awards to the Class Representatives until after the substantive terms of the
21 Settlement had been agreed upon.
22

23 **RECOMMENDATION OF COUNSEL**

24 13. Based on Plaintiffs' counsel's independent investigation of the relevant facts and
25 applicable law, experience with many other consumer protection cases, and information
26

1 provided by Defendant SHA, Plaintiffs' counsel submits that the Settlement is fair, reasonable,
2 adequate, and in the best interests of the Settlement Class. If approved, the Settlement
3 Agreement will resolve pending litigation against SHA and provide outstanding relief to the
4 Class.

5 14. My experience representing individuals in complex class actions informed
6 Plaintiffs' settlement position and the needs of Plaintiffs and the proposed Settlement Class.
7 While we believe in the merits of the claims brought in this case, we are also aware that a
8 successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous
9 litigation. Based upon our substantial experience, it is our opinion that the proposed settlement
10 of this matter provides significant relief to the members of the Settlement Class and warrants
11 the Court's preliminary approval.
12

13 15. This result is particularly favorable given the risks of continued litigation.

14 16. Plaintiffs faced risks prevailing on the merits, risks at class certification and at
15 trial, and surviving appeal. A settlement today not only avoids the risks of continued litigation,
16 but it also provides benefits to the Settlement Class Members now, as opposed to after years of
17 risky litigation.
18

19 17. The Settlement's benefits unquestionably provide a favorable result to the
20 Settlement Class Members, placing the Settlement well within the range of possible final
21 approval and satisfying the requirements for preliminary approval under applicable law.
22 Therefore, the Court should grant preliminary approval.
23

24 18. Additionally, the Notice program contemplated by the Settlement provides the
25 best practicable method to reach Settlement Class Members and is consistent with other class
26 action notice programs that have been approved by various courts for similarly situated matters.

1 19. Thus, Settlement Class Counsel asks the Court to grant preliminary approval of
2 the Settlement Agreement and enter the proposed preliminary approval order filed with this
3 motion.

4 **COUNSEL’S AND CLASS REPRESENTATIVES’ QUALIFICATIONS**

5 20. Proposed Settlement Class Counsel are experienced and vigorous class action
6 litigators and are well suited to advocate on behalf of the class. Counsel at Tousley Brain
7 Stephens PLLC have significant experience litigating and settling class actions, and numerous
8 courts have previously approved them as class counsel due to their qualifications, experience,
9 and commitment to the prosecution of cases. The Settlement Agreement calls for me to act as
10 Settlement Class Counsel.
11

12 21. My team and I have undertaken a significant amount of work, effort, and
13 expense during this litigation to advance Plaintiffs’ and the other Settlement Class Members’
14 claims. We thoroughly investigated and analyzed Plaintiffs’ claims, Defendant SHA’s liability,
15 class-wide damages theories, and Defendant SHA’s potential defenses. We were, therefore,
16 able to knowledgeably evaluate the strengths and weaknesses of the claims, the suitability of
17 the claims for class treatment, and the value of the Settlement to the Class Members.
18

19 22. As noted above, and as reflected in the résumé of Tousley Brain Stephens (a true
20 and correct copy of which is attached as Exhibit 2), we are qualified, experienced, and able to
21 prosecute this litigation.
22

23 23. We have maintained regular contact with Plaintiffs throughout the litigation.
24 Plaintiffs have communicated with counsel, provided information, and reviewed and signed the
25 Settlement Agreement. With the assistance of counsel, Plaintiff Lewis and Plaintiff Slape have
26 focused on advancing the interests and claims of the Class above their own. They have

1 consistently prioritized securing a result that best serves the Class. Plaintiffs are adequate class
2 representatives and have no conflict of interest.

3 DATED this 3 July 2025.

4 By: s/Kaleigh N. Boyd
5 Kaleigh N. Boyd
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CERTIFICATE OF SERVICE

I hereby certify that on July 3, 2025, a copy of the foregoing was served on counsel at the following address by the methods indicated:

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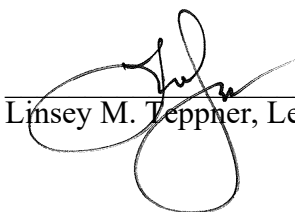
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Attorneys for Defendant

- ☐ U.S. Mail, Postage Prepaid
☐ Legal Messenger
☐ Fax
☒ King County E-Service

I declare under penalty of perjury under the laws of the state of Washington and the United States that the foregoing is true and correct.

Executed this 3rd day of July, 2025, at Seattle, Washington.



Linsey M. Teppner, Legal Assistant