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CASE #: 24-2-16171-6 SEA

The Honorable Sean P. O'Donnell
Hearing Date: December 5, 2025
Hearing Time: 9:00 a.m.
With 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

**PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

I. INTRODUCTION

This Court granted Plaintiffs' Motion for Preliminary Approval of Class Action Settlement on July 22, 2025. Since that time, the reaction from the settlement class has been positive. To date, *none* of the 71,129 identified Settlement Class Members have opted out of the settlement or objected to the settlement. The settlement provides a non-reversionary common fund of \$486,000—ensuring the class receives meaningful relief, commensurate with damages alleged in the operative Complaint. After arm's-length negotiations, the parties, by and through experienced and well-informed counsel, reached a Settlement Agreement which delivers tangible benefits to Settlement Class Members and addresses the potential harms of the data breach without protracted and inherently risky litigation. The proposed Settlement is fair, reasonable, and adequate. It satisfies all requirements of Rule 23. The Court should finally certify the Settlement Class and grant final approval.

II. STATEMENT OF FACTS

A. Factual Background

This matter arises out of a breach of Defendant Seattle Housing Authority's ("Defendant" or "SHA") network by an unauthorized third-party, which impacted SHA in October of 2023 (the "Data Breach"). As a result of the data breach, the Personal Information of approximately 72,000 of its employees and tenants, including but not limited to, first and last names, addresses, Social Security numbers, and financial account information (collectively, "Personal Information") was impacted.

Plaintiffs brought this action on behalf of all persons whose information may have been compromised, alleging a claim of negligence, and seeking damages as a result of SHA's conduct.

SHA denies each and all of the claims and contentions alleged, or which could be alleged, against it in the litigation. SHA also denies all wrongdoing or liability associated with the Data Breach.

B. Procedural History, Discovery, and Settlement Negotiations

On July 18, 2024, Plaintiff Lewis filed this Action, on behalf of herself and other members of the Class. *See* Dkt. 1. Plaintiff Slape later joined the Action as a named Plaintiff, and, together with Plaintiff Lewis, they filed the First Amended Class Action Complaint on September 11, 2024. *See* Dkt. 5. The Parties participated in months of arm's-length settlement negotiations, during which the Parties discussed Defendant's potential defenses, as well as the Parties' respective positions on the merits of the claims and class certification. Dkt. 14 (Declaration of Kaleigh N. Boyd filed previously in Support of Plaintiffs' Motion for Preliminary Approval ("Boyd Decl.") ¶ 3. Prior to these negotiations, Plaintiffs served Interrogatories and Requests for Production on Defendant, and the Parties engaged in informal discovery regarding

1 the class size. *Id.* Following these settlement negotiations, which included the Parties entering
2 into a confidential agreement regarding opt-outs, the Parties reached an agreement to resolve the
3 claims and entered into a Settlement Agreement in principle, the terms of which were thereafter
4 finalized and executed on July 2, 2025. *Id.* ¶¶ 3–4. The Court entered an order granting
5 Preliminary Approval of the Settlement on July 22, 2025. Dkt. 17. The Notice Plan approved
6 therein has been carried out and the response of the Class has been favorable. The Final Approval
7 Hearing is set for December 5, 2025, at 9:00 a.m. For the reasons set forth herein, Plaintiffs now
8 seek final approval of the Settlement.
9

10 **III. EVIDENCE RELIED UPON**

11 Plaintiffs rely upon the Declaration of Kaleigh N. Boyd filed previously in Support of
12 Plaintiffs’ Motion for Preliminary Approval (“Boyd Decl.”), the Settlement Agreement, the
13 Declaration of Ryan Aldridge Regarding Notice and Settlement Administration, as well as the
14 pleadings and other matters already on file in this action.

15 **IV. SETTLEMENT TERMS**

16 The following section briefly summarizes the core terms of the Settlement Agreement
17 (“S.A.”), which Plaintiffs’ previously filed with the Court. *See* Dkt. 14 (Declaration of Kaleigh
18 N. Boyd in Support of Plaintiffs’ Motion for Preliminary Approval), Exhibit 1. The Settlement
19 Class is defined as:

20 [A]ll U.S. residents whose Personal Information was accessed and/or acquired in
21 the Data Breach, as identified in the Settlement Class List to be provided by
22 Defendant, which Defendant estimates to be approximately 72,000 individuals.
23 Excluded from the Settlement Class are: (1) the judges presiding over this Action,
24 and members of their direct families; (2) Defendant, its subsidiaries, parent
25 companies, successors, predecessors, and any entity in which Defendant or its
26 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.

Id. at ¶ 43.

Consideration

The Settlement Agreement requires SHA to pay \$486,000 into a non-reversionary common settlement fund set up by the Settlement Administrator and funded by SHA (the “Settlement Fund”). This fund will be used to cover (i) Notice and Administrative Expenses; (ii) Fee Award and Costs; (iii) Service Awards; (iv) Valid Claims for Out-of-Pocket Losses; (v) Valid Claims for Attested Time; and (vi) Valid Claims for Alternative Cash Payments. S.A. ¶¶ 51, 55.

Settlement Class Members who submit a timely Valid Claim using an approved Claim Form, along with necessary supporting documentation, are eligible to receive monetary compensation for the following:

- **Out of-Pocket Losses:** Settlement Class Members who submit a timely Valid Claim using an approved Claim Form, along with necessary supporting documentation, are eligible to receive compensation for unreimbursed out-of-pocket losses, up to a total of \$5,000 per person, subject to the limits of the Settlement Fund. *Id.* ¶ 57, Ex. A.
- **Reimbursement for Attested Time:** Settlement Class Members who submit a timely claim, including a brief description of the actions they took in response to the Data Breach and the time spent on each action, may seek reimbursement for Attested Time. *Id.* ¶ 58. Participating Settlement Class Members may claim up to four (4) hours of time, compensated at a rate of twenty-five dollars and zero cents (\$25.00) per hour, for a maximum of one hundred dollars and zero cents (\$100.00) per person. *Id.*
- **Alternative Cash Payment:** Settlement Class Members who do not submit approved Settlement Claims for Out-of-Pocket Losses or Attested Time may elect to receive Alternative Cash Payments. *Id.* ¶ 59. These payments will be calculated by first

deducting from the Settlement Fund claims for Out-Of-Pocket Losses and Attested Time, and allocating the remainder to all eligible Alternative Compensation claimants, up to a maximum of \$200 per person. *Id.* ¶ 69(c).

V. NOTICE TO THE CLASS

As directed by this Court’s Preliminary Approval Order, the parties worked diligently to implement the Notice Plan in coordination with the approved Settlement Administrator, EAG Gulf Coast LLC (“Settlement Administrator” or “EAG”). Using records provided by Seattle Housing Authority, EAG fully implemented the comprehensive notice program. As detailed below and in the Declaration of Ryan Aldridge Regarding Notice and Settlement Administration (“Admin. Decl.”), submitted herewith, that notice plan has been successful.

A. Direct Mail and Email Notice

On August 7, 2025, EAG received an Excel file containing class data for a total of 72,064 Class Members from SHA. Following verification and deduplication efforts, EAG prepared a refined master list of 71,129 Class Members, referred to as the “Notice List.” Admin. Decl. ¶ 6. On August 21, 2025, after a hygiene and verification process designed to maximize deliverability, EAG commenced sending Email Notice to the 15,108 Class Members on the Notice List with an email address that passed the hygiene and verification process. *Id.* ¶ 7-8. Additionally, EAG mailed postcards via First-Class Mail to 52,227 Settlement Class Members for whom no email address was identifiable, but a physical address was identifiable. *Id.* ¶ 9-11. Following receipt of undeliverable emails and mail notices returned as undeliverable, EAG performed address lookup information and re-issued email and mail notices to new addresses for Class Members for whom additional address information could be

1 located. *Id.* ¶ 11. In total, after the initial email notice, postcard notice, and subsequent re-
2 mailing efforts, 59,469 of the 71,129 Settlement Class Members received direct notice. *Id.* ¶ 16.

3 **B. Settlement Website, Phone, and Email**

4 EAG established and maintained a dedicated settlement website with the domain/URL
5 www.SeattleHADataIncident.com that went live on August 20, 2025. *Id.* ¶ 13. The Settlement
6 Website contained broad information including the Settlement Agreement, Orders from this
7 Court, Long Form Notice, Claim Form, and Frequently Asked Questions. *Id.* The Settlement
8 Website generated approximately 12,739 unique visits as of October 6, 2025. *Id.*

9
10 EAG also established a toll-free supportive phone number that was available to class
11 members 24-hours a day. Settlement Class Members are able to call this phone number to
12 receive information about this settlement and leave a voicemail to ask any specific questions.
13 *Id.* ¶ 14.

14 EAG also established and maintained a dedicated email address,
15 info@SeattleHADataIncident.com, to address specific questions from the Settlement Class
16 Members. *Id.* ¶ 15.

17 **C. Effectiveness of Notice Program**

18
19 The Notice Program as designed and implemented reached approximately 83.61% of
20 the identified Settlement Class as of October 6, 2025. *Id.* ¶ 16. The reach of the Notice Program
21 is consistent with other court-approved and best-practicable programs and was designed to
22 satisfy the requirements of due process.
23

24 **VI. CLAIMS, OPT OUTS, AND OBJECTIONS**

1 The reaction of the Settlement Class has been positive. To date, the claims administrator
2 has received 2,104 claim submissions with a claims rate of 2.95%. *Id.* ¶ 17. No class members
3 have submitted an opt-out request and no class member has objected. *Id.* ¶ 18-19.

4 The deadline to submit a claim is November 19, 2025. *Id.* ¶ 17. With over a month left
5 for Settlement Class Members to submit claims, the claims received are expected to increase.
6 Prior to the Final Approval Hearing, EAG will provide a supplemental declaration to update the
7 Court with the total amount of timely claims, opt-outs, and objections received.

8 VII. ARGUMENT

9 Class action settlement approval “take[s] place over three stages. First, the parties
10 present a proposed settlement asking the Court to provide preliminary approval for both (a) the
11 settlement class and (b) the settlement terms.” *Rinky Dink Inc. v. Elec. Merch. Sys. Inc.*, No.
12 C13-1347 JCC, 2015 WL 11234156, at *1 (W.D. Wash. Decl. 11, 2015). Second, if
13 preliminary approval is granted, “(i) notice is sent to the class describing the terms of the
14 proposed settlement, (ii) class members are given an opportunity to object or opt out, and (iii)
15 the court holds a fairness hearing at which class members may appear and support or object to
16 the settlement.” *Id.* “Third, taking account of all of the information learned during the
17 aforementioned processes, the court decides whether or not to give final approval to the
18 settlement and class certification.” *Id.* Now at the third and final stage of this process, Plaintiffs
19 respectfully request that the Court decide that final approval is appropriate both as to the
20 Settlement and as to certification of the Settlement Class.

21 A. The Court Should Grant Final Approval of the Settlement

22 Plaintiffs respectfully request that the Court grant final approval of this class action
23 settlement in accordance with CR 23. CR 23(e) prohibits the dismissal or compromise of a
24 class action “without the approval of the court.” Consistent with that rule, a class action may
25 not settle unless the trial court has concluded that the proposed class settlement is “fair,
26 adequate, and reasonable.” *Pickett v. Holland Am. Line-Westours, Inc.*, 145 Wn.2d 178, 188

(2001). While courts apply “heightened scrutiny” when assessing the fairness, adequacy, and reasonableness of a pre-class certification settlement, the inquiry remains “delicate” and “largely unintrusive.” *Summers v. Sea Mar Cmty. Health Ctrs.*, 29 Wn. App. 2d 476, 500 (2024), review denied sub nom. *Barnes v. Sea Mar Cmty. Health Ctrs.*, 3 Wn.3d 1002 (2024).

To perform that inquiry, a trial court considers:

[1] the likelihood of success by plaintiffs; [2] the amount of discovery or evidence; [3] the settlement terms and conditions; [4] recommendation and experience of counsel; [5] future expense and likely duration of litigation; [6] recommendation of neutral parties, if any; [7] number of objectors and nature of objections; and [8] the presence of good faith and the absence of collusion.

Pickett., 145 Wn.2d at 188. Not all factors will be relevant to every case, and the relative importance of any one factor “will depend upon and be dictated by the nature of the claim(s) advanced, the type(s) of relief sought, and the unique facts and circumstances presented by each individual case.” *Id.* All relevant factors favor final approval of the Settlement here.

1. Plaintiffs’ Likelihood of Success Merits Final Approval

The existence of risk and uncertainty to the Plaintiff and Class “weigh heavily in favor of a finding that the settlement was fair, adequate, and reasonable.” *Pickett*, 145 Wn.2d at 192. Here, Plaintiffs believe in the merits of their claims but also recognize that success would be far from certain. Defendant denies all allegations of wrongdoing and contends that Plaintiffs and the Class have not suffered any cognizable harm from the Data Incident. Moreover, SHA maintains that Plaintiffs would be unable to satisfy the requirements necessary to proceed as a class action under Washington law. The value achieved through the Settlement Agreement is guaranteed, where chances of prevailing on the merits are uncertain—especially where serious questions of law and fact exist, which is common in data breach litigation. Data breach litigation is evolving; and there is no guarantee of the ultimate result. *See Gordon v. Chipotle Mexican Grill, Inc.*, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019). Accordingly, although Plaintiffs are confident in the strength of their case against SHA, the outcome is nonetheless

1 uncertain. There is also a very real risk of a prolonged and expensive appeals process. While
2 the chances of prevailing at trial, and in subsequent appeals, are uncertain, the value for the
3 Class through the Settlement Agreement is guaranteed. Class Counsel understood and
4 considered these risks when negotiating the Settlement Agreement, which eliminates these risks
5 and provides substantial compensation to Class Members without further delay.

6 **2. The Amount of Discovery and Evidence Supports Final Approval**

7 Where “extensive discovery” takes place before a class action settlement, final approval is
8 favored. *See Pickett*, 145 Wn.2d at 199. This is to ensure the parties have “sufficient information
9 to make an informed decision about settlement.” *Linney v. Cellular Alaska P’ship*, 151 F.3d
10 1234, 1239 (9th Cir. 1998). In this case, the Parties reached an agreement after Parties exchanged
11 informal discovery and the Parties discussed their respective positions on the merits of the claims
12 and class certification. Boyd Decl. ¶ 3. The resulting Settlement reflects a fair compromise that
13 benefits the Class without unduly favoring any party. Combined with the rigor of the negotiation
14 process and the experience of counsel, this supports the conclusion that the proposed Settlement
15 was reached in good faith and should be preliminarily approved. *Id.* ¶¶ 3, 13 –19.

18 **3. The Settlement Terms and Conditions Support Final Approval**

19 The terms and conditions of the proposed Settlement Agreement support its final
20 approval. All Class Members who submitted a valid and timely Claim Form remain entitled to
21 compensation, up to a total of \$5,000 per person, for out-of-pocket monetary losses incurred as
22 a result of the Incident. S.A. ¶ 57. Settlement Class Members may submit claims to be
23 compensated for lost time they reasonably spent responding to the Data Breach, up to four (4)
24 hours of time compensated at the rate of \$25 per hour. *Id.* ¶ 58. Alternatively, Settlement Class
25 Members are also eligible to make a claim for a *pro rata* cash payment from the Settlement
26 Fund, subject to the limits of the Settlement Fund. *Id.* ¶ 59. Accordingly, the settlement
provides fair, reasonable and adequate recovery in light of the risks of further litigation.

1 **4. The Positive Recommendation and Experience of Class Counsel**
2 **Supports Final Approval**

3 “When experienced and skilled class counsel support a settlement, their views are given
4 great weight.” *Pickett*, 145 Wn.2d at 200. Class Counsel in the present matter, who are
5 experienced and skilled in complex class action litigation, support the Settlement as fair,
6 reasonable, and adequate and in the best interests of the Class. Boyd Decl., ¶¶ 13-19, 20-23.
7 Class Counsel have significant class action experience and have litigated the case aggressively
8 and effectively. Given Class Counsel’s knowledge and experience, Counsel believe the
9 settlement is an excellent result that provides substantial benefits for Settlement Class
10 Members. *Id.* ¶¶ 13-19.

11 **5. Future Expense and Likely Duration of Litigation Support Final**
12 **Approval**

13 Another factor the Court considers in assessing the fairness of a settlement is the
14 expense and likely duration of the litigation had a settlement not been reached. *Pickett*, 145
15 Wn.2d at 188. While Plaintiffs strongly believe in the merits of their case, they also understand
16 that Defendant asserts a number of potentially case-dispositive defenses, and Plaintiffs would
17 face continued risks if this case was litigated further. Due at least in part to their cutting-edge
18 nature and the rapidly evolving law, data breach cases like this one generally face substantial
19 hurdles—even just to make it past the pleading stage. *See Hammond v. The Bank of N.Y.*
20 *Mellon Corp.*, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010). Class certification is another
21 hurdle that would have to be met—and one that has been denied in other data breach cases. *See,*
22 *e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me.
23 2013).

24 This settlement guarantees substantial recovery for the Class, while obviating the need
25 for lengthy, uncertain, and expensive litigation and risk of appeal. Continued litigation of this
26 matter would cause additional expense and delay. In contrast, the settlement makes substantial
monetary relief available to Class Members in a prompt and efficient manner.

6. The Reaction of the Class Supports Final Approval

A court may infer a class action settlement is fair, adequate, and reasonable when few, if any, class members object to it. *See Pickett*, 145 Wn.2d at 200–01 (approving settlement with almost fifty objections). Here, the deadline to opt out or object to the settlement will elapse on October 20, 2025. As of the date of this filing, no Class Member has objected and no Class Member has opted out. Admin Decl. ¶¶ 18-19. This indicates strong support for the settlement by the Settlement Class Members and weighs heavily in favor of final approval. *See Hutton v. Nat’l Bd. of Exam’rs in Optometry, Inc.*, 2019 WL 3183651 at *5 (D. Md. Jul. 15, 2019) (finding opt-out rate of .026 percent indicated strong support for settlement of data breach action). In fact, courts have typically deemed a small number of objections as affirmative support for settlement approval, as the number of objections suggests an overall favorable reaction from the class. *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 967 (9th Cir. 2009); *Hughes v. Microsoft Corp.*, No. C98–1646C, C93–0178C, 2001 WL 34089697, at *8 (W.D. Wash. Mar. 26, 2001). Here, there are *no* objections.

Thus far, 2.95% of the Settlement Class Members have submitted timely claims. *See* Admin. Decl. The date by which Settlement Class Members must submit a claim is November 19, 2025, so Class Counsel expects the claims rate to increase. This is above the average data breach class action claims rate and meets the standard for final approval. *See In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (noting that class data breach settlements in *In re Home Depot* and *In re Target* had claims rates of 0.2 percent and 0.23 percent respectively). “A low claim submission rate, while not ideal, is not necessarily indicative of a deficient notice plan.” *Pollard v. Remington Arms Co., LLC*, 896 F.3d 900, 906 (8th Cir. 2018) (affirming district court’s order granting final approval of settlement when claims submission rate was 0.29% at the time of the final approval hearing). Specifically for data breach cases, a low claims rate is not unusual. *Weisenberger v. Ameritas Mut. Holding Co.*, No. 4:21-CV-3156, 2024 WL 3903550 at *3 (D. Neb. Aug. 21, 2024).

1 **B. Class Members Received the Best Notice Possible**

2 This Court previously determined that the notice program was sufficient to satisfy the
3 requirements of notifying Settlement Class Members. *See* Dkt. 17. The Settlement
4 Administrator implemented the Notice Program, preliminarily approved by the Court. *See*
5 *generally* Admin Decl. To date, the Notice program has been successful. And the Settlement
6 Administrator was able to achieve direct notice to approximately 83.61% percent of the
7 Settlement Class. *Id.* ¶ 16.

8 **C. The Requested Attorneys' Fees Are Fair and Reasonable**

9 By separate concurrent motion, Class Counsel requests a total award of \$145,800,
10 inclusive of their litigation costs and expenses, to be paid from the Settlement Fund, which
11 represents one-third of the non-reversionary common fund benefit earned for the Class. *See*
12 Plaintiff's Motion for Attorneys' Fees, Costs and Service Award; S.A. ¶ 98. This amount was
13 negotiated only after the Parties agreed to all substantive terms of the settlement. Boyd Decl.
14 ¶ 12.

15 Class Counsel's request for fees is reasonable under a percentage-of-the fund analysis.
16 Washington contingency fee percentages in individual cases are usually in the range of 33 to 40
17 percent. *See Forbes v. Am. Bldg. Maint. Co. W.*, 170 Wn.2d 157, 161–66 (2010). The typical
18 range for attorneys' fees awarded in common fund class action settlements is between 20 and
19 33 percent. *See Alba Conte et al.*, 4 Newberg on Class Actions § 14.6 (4th ed. 2002); *Bowles v.*
20 *Wash. Dep't of Ret. Sys.*, 121 Wn.2d 52, 73 (1993). Washington courts, including those in
21 King County, have regularly granted fees requests at or exceeding 30 percent of the common
22 fund. *See Bowers v. Transamerica Title Ins. Co.*, 100 Wn.2d 581, 601–02 (1983); *see also, e.g.,*
23 *Garcia v. Washington State Department of Licensing*, Case No. 22-2-0563505 SEA, Final
24 Approval Order and Judgment (Dixon, J.) (awarding 30 percent of common fund in attorneys'
25 fees for data breach case against the Washington Department of Licensing).

1 **D. The Requested Service Award Is Fair and Reasonable**

2 Settlement Class Counsel is also requesting a Service Award Payment for the
3 Settlement Class Representatives in recognition of their contribution to this Litigation in the
4 amount of \$4,000.00 each, in accordance with the terms of the Settlement Agreement.
5 Plaintiff's Motion for Attorneys' Fees, Costs, and Service Award at pp. 12–13.

6 The requested service award of \$4,000 per Settlement Class Representative is well in
7 line with awards approved by state and federal courts in Washington and elsewhere in the data
8 breach context. *See, e.g., In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 947–48 (9th
9 Cir. 2015) (approving service payments to plaintiffs in the amount of \$5,000 each); *Lutz v.*
10 *Electromed, Inc.*, No. 21-cv-02198, Dkt. No. 73 (D. Minn.) (service award of \$9,900). Service
11 awards “are intended to compensate class representatives for work done on behalf of the class,
12 to make up for financial or reputational risk undertaken in bringing the action, and, sometimes,
13 to recognize their willingness to act as a private attorney general.” *Peterson v. Kitsap Cnty.*
14 *Fed. Credit Union*, 171 Wn. App. 404, 430 (2012) (citation omitted).

15 The settlement is not contingent on the Court's granting of such an award. S.A. ¶ 97.
16 The basis for the award is purely to compensate Plaintiffs for their time and effort in initiating
17 the lawsuit, staying abreast of all aspects of this litigation, cooperating in discovery,
18 participating in the settlement discussions, and fairly and adequately protecting the interests of
19 the Settlement Class Members. Thus, the service award does not constitute preferential
20 treatment. These factors support approval of the settlement.

21 **E. Final Certification of the Settlement Class Is Appropriate**

22 Certification of a settlement class requires analysis of the factors defined in CR 23.
23 *Pickett*, 145 Wn.2d at 188–89. This Court provisionally certified the Settlement Class in its
24 Preliminary Approval Order, finding that the requirements of Rules 23(a) and (b)(3) were met.
25 *See* Dkt. 17. Because no relevant facts have changed since the Court certified the Settlement
26

1 Class, the Court need not revisit class certification here. The Settlement Class should now be
2 finally certified.

3
4 **VIII. CONCLUSION**

5 For the foregoing reasons, Plaintiffs respectfully request that the Court finally approve
6 the Settlement, by entering the proposed Final Approval Order.

7 DATED this 6th day of October, 2025.

8 TOUSLEY BRAIN STEPHENS PLLC

9 By: s/Joan M. Pradhan

10 Kaleigh N. Boyd, WSBA #52684

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15 kboyd@tousley.com

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17 *Attorneys for Plaintiffs*

CERTIFICATE OF SERVICE

I, Linsey M. Teppner, declare and state that I am a citizen of the United States and resident of the state of Washington, over the age of 18 years, not a party to the above-entitled action, and am competent to be a witness herein. My business address and telephone number are 1700 Seventh Avenue, Suite 2200, Seattle, Washington 98101, telephone 206.682.5600.

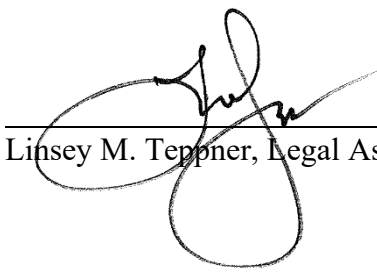
On October 6, 2025, I caused to be served the foregoing document on the individual named below via the Court's e-filing system:

Shannon Wodnik
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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 6th day of October, 2025, at Seattle, Washington.



Linsey M. Teppner, Legal Assistant

The Honorable Sean P. O'Donnell
Hearing Date: December 5, 2025
Hearing Time: 9:00 a.m.
With 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
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Plaintiffs,

v.

SEATTLE HOUSING AUTHORITY,

Defendant.

NO. 24-2-16171-6 SEA

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT
GRANTING PLAINTIFFS'
MOTIONS FOR FINAL APPROVAL
AND ATTORNEYS' FEES, COSTS
AND SERVICE AWARD**

WHEREAS, the above-captioned class action is pending in this Court (the "Action");

WHEREAS, Plaintiffs Lakisha Lewis and Czarina Slape ("Plaintiffs"), individually and on behalf of all others similarly situated, and Seattle Housing Authority ("SHA" or "Defendant") have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the above-captioned action (the "Action") on the terms and conditions set forth in the Settlement Agreement, that was approved by this Court;

WHEREAS, Plaintiffs have made an application, pursuant to Rule 23 of the Washington Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the

1 Settlement only, appointing Plaintiffs as Class Representatives, appointing Class Counsel as
2 counsel for the Settlement Class, appointing EAG Gulf Coast LLC (“EAG”) as Settlement
3 Administrator, and allowing notice to Settlement Class Members as more fully described
4 herein;

5 **WHEREAS**, the Court granted Plaintiffs’ application for an order preliminarily
6 approving the Settlement on July 22, 2025.

7 **WHEREAS**, Plaintiffs have made an application, pursuant to Rule 23 of the
8 Washington Rules of Civil Procedure, for a Final Order approving the Settlement in accordance
9 with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement
10 only, appointing Plaintiffs as Class Representatives, appointing Class Counsel as counsel for
11 the Settlement Class, appointing EAG, and allowing notice to Settlement Class Members as
12 more fully described herein;

13 **WHEREAS**, the Court has read and considered: (a) Plaintiffs’ Motion for Final
14 Approval of Class Action Settlement, and the papers filed and arguments made in connection
15 therewith; and (b) the Settlement Agreement and exhibits attached thereto; and

16 **WHEREAS**, on December 5, 2025, the Court held a Final Fairness Hearing to
17 determine whether the proposed settlement is fair, reasonable and adequate and whether
18 judgment should be entered dismissing this Action with prejudice. The Court has reviewed
19 Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plaintiffs’ Motion for an
20 Award of Attorneys’ Fees, Costs and Service Award (together, the “Motions”) and all
21 supporting materials, including but not limited to the Settlement Agreement and the exhibits
22 thereto. The Court also considered the oral argument of counsel. Based on this review and the
23 findings below, the Court finds good cause to grant the Motions.
24
25
26

1
2 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

3 1. The Court has jurisdiction over the subject matter of this Litigation, all claims
4 raised therein, and all Parties thereto, including the Settlement Class.

5 2. The Settlement Agreement is fair, reasonable, adequate and in the best interests
6 of Settlement Class Members. The Settlement Agreement was negotiated at arm's-length, in
7 good faith and without collusion, by capable and experienced counsel, with full knowledge of
8 the facts, the law, and the risks inherent in litigating the Action, and with the active
9 involvement of the Parties. Moreover, the Settlement Agreement confers substantial benefits on
10 the Settlement Class Members, is not contrary to the public interest, and will provide the
11 Parties with repose from litigation. The Parties faced significant risks, expense, and/or
12 uncertainty from continued litigation of this matter, which further supports the Court's
13 conclusion that the settlement is fair, reasonable, adequate, and in the best interests of the
14 Settlement Class Members.
15
16

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

21 4. The Parties shall carry out their respective obligations under the Settlement
22 Agreement in accordance with its terms. The relief provided for in the Settlement Agreement
23 shall be made available to the various Settlement Class Members submitting valid Claim
24 Forms, pursuant to the terms and conditions in the Settlement Agreement.
25
26

5. No objections to the settlement were submitted. All persons who did not object to the settlement in the manner set forth in the Settlement Agreement are deemed to have waived any objections, including but not limited to by appeal, collateral attack, or otherwise.

CERTIFICATION OF THE SETTLEMENT CLASS

All 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.

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

10. The Court grants final approval to the appointment of Representative Plaintiffs Lakisha Lewis and Czarina Slape as Class Representatives of the Settlement Class and concludes that they have fairly and adequately represented the Settlement Class and shall continue to do so.

1 11. The Court grants final approval to the appointment of Kaleigh N. Boyd of
2 Tousley Brain Stephens PLLC as Class Counsel. Class Counsel has fairly and adequately
3 represented the Settlement Classes and shall continue to do so.

4 **NOTICE TO THE CLASS**

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

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

17 13. The Court awards Class Counsel \$ 143,209.09 for attorneys' fees and \$ 2,590.91
18 for reimbursement of costs and expenses, for a total award of \$ 145,800.00. The Court finds
19 this amount to be fair and reasonable. Payment shall be made pursuant to the procedures in ¶¶
20 98-100 of the Settlement Agreement.
21

22 14. The Court awards a Service Award of \$4,000 to Plaintiff Lakisha Lewis and
23 \$4,000 to Plaintiff Czarina Slape. The Court finds that this amount is justified by their service
24 to the Settlement Class. Payment shall be made from the Settlement Fund pursuant to ¶¶ 96, 97
25 of the Settlement Agreement.
26

RELEASE

15 Each Settlement Class Member, including the Class Representative, are deemed to have, and by operation of the Judgment shall have released, acquitted, relinquished, and forever discharged any and all Released Claims as defined in the Settlement Agreement and including Unknown Claims. The full terms of the release described in this paragraph are set forth in ¶¶ 93-95 of the Settlement Agreement and are specifically approved and incorporated herein by this reference (the “Release”). Upon entry of this Order and Judgment, the Settlement Class Representatives and other Participating Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by the Settlement Agreement or by this Order and Judgment.

OTHER PROVISIONS

16. The Court directs the Parties and their counsel to implement and consummate the Settlement Agreement, and make available to Settlement Class Members the relief provided for therein, in accordance with the Settlement Agreement’s terms and provisions.

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

18. The Settlement Agreement and this Final Approval Order and Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the

1 settlement shall not be offered or received into evidence, and are not admissible into evidence,
2 in any action or proceeding, except that any Released Person may file the Settlement
3 Agreement and/or Judgment in any action that may be brought against them or any of them to
4 support a defense or counterclaim based on principles of res judicata, collateral estoppel,
5 release, good faith settlement, judgment bar, or reduction or any other theory of claim
6 preclusion or issue preclusion or similar defense or counterclaim pursuant to ¶ 102 of the
7 Settlement Agreement.
8

9 20. If the Effective Date does not occur, the certification of the Settlement Class
10 shall be void. The full terms of decertification in the event of the incurrence of the effective
11 date are set forth in ¶¶ 90 of the Settlement Agreement.

12 21. Without affecting the finality of this Final Approval Order and Judgment, the
13 Court will retain jurisdiction over this Action and the Parties with respect to interpretation,
14 implementation, and enforcement of the Settlement Agreement for all purposes.
15

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

18 NOW, THEREFORE, the Court hereby enters judgment in this matter pursuant to the
19 Washington Rules of Civil Procedure.
20

21 **IT IS SO ORDERED** this ____ day of , _____ 2025.
22
23

24 _____
The Honorable Sean P. O'Donnell
Superior County for State of Washington
In and For King County
25
26

1
2 Presented By:

3 By: s/Joan M. Pradhan

4 Kaleigh N. Boyd, WSBA #52684

5 Joan M. Pradhan, WSBA #58134

6 **TOUSLEY BRAIN STEPHENS PLLC**

7 1200 Fifth Avenue, Suite 1700

8 Seattle, WA 98101

9 Telephone: 206-682-5600

10 kboyd@tousley.com

11 jpradhan@tousley.com

12 *Attorneys for Plaintiffs*

CERTIFICATE OF SERVICE

I, Linsey M. Teppner, declare and state that I am a citizen of the United States and resident of the state of Washington, over the age of 18 years, not a party to the above-entitled action, and am competent to be a witness herein. My business address and telephone number are 1700 Seventh Avenue, Suite 2200, Seattle, Washington 98101, telephone 206.682.5600.

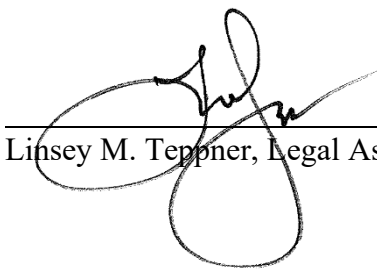
On October 6, 2025, I caused to be served the foregoing document on the individual named below via the Court's e-filing system:

Shannon Wodnik
Gordon Rees
701 Fifth Avenue
Suite 2100
Seattle, WA 98104
swodnik@grsm.com

John T. Mills
Brian Middlebrook
Gordon Rees
1 Battery Park Plaza, 28th Floor
New York, NY 10004
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bmiddlebrook@grsm.com

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 6th day of October, 2025, at Seattle, Washington.



Linsey M. Teppner, Legal Assistant