

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

**~~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

[PROPOSED] ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT- 1

TOUSLEY BRAIN STEPHENS PLLC
1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
TEL 206.682.5600 • FAX 206.682.2992

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

14 **WHEREAS**, the Court has read and considered: (a) Plaintiffs' Motion for Final
15 Approval of Class Action Settlement, and the papers filed and arguments made in connection
16 therewith; and (b) the Settlement Agreement and exhibits attached thereto; and
17

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

1 **OBJECTIONS AND REQUESTS FOR EXCLUSION**

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

5 6. No class members have submitted valid opt-out requests.

6 **CERTIFICATION OF THE SETTLEMENT CLASS**

7 7. Solely for purposes of the Settlement Agreement and this Final Approval and
8 Order and Judgment, the Court hereby certifies the following Settlement Class:
9

10 All U.S. residents whose Personal Information was accessed and/or acquired in
11 the Data Breach, as identified in the Settlement Class List to be provided by
12 Defendant, which Defendant estimates to be approximately 72,000 individuals.

13 8. Excluded from the Settlement Class are: (1) the judges presiding over this
14 Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies,
15 successors, predecessors, and any entity in which Defendant or its parents have a controlling
16 interests and its current or former officers and directors; and (3) Settlement Class Members
17 who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

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

22 10. The Court grants final approval to the appointment of Representative Plaintiffs
23 Lakisha Lewis and Czarina Slape as Class Representatives of the Settlement Class and
24 concludes that they have fairly and adequately represented the Settlement Class and shall
25 continue to do so.
26

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

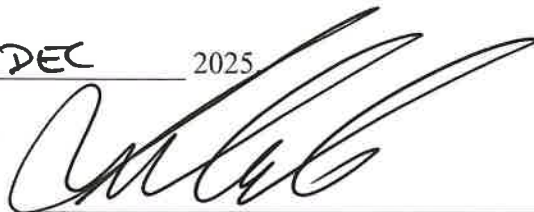
9 20. If the Effective Date does not occur, the certification of the Settlement Class
10 shall be void. The full terms of decertification in the event of the incurrence of the effective
11 date are set forth in ¶¶ 90 of the Settlement Agreement.

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 5 day of, DEC 2025



22
23 The Honorable Sean P. O'Donnell
24 Superior County for State of Washington
25 In and For King County
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
jtmills@grsm.com
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