

HONORABLE MICHAEL SCOTT

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

Y.G.R., V.G.R, *minors, by and through  
their parent and guardian*, ANA G.  
ROBLES SOLIS, *individually, and on  
behalf of all others similarly situated*,

Plaintiffs,

v.

HIGHLINE SCHOOL DISTRICT NO. 401,

Defendant.

No. 25-2-11395-7 SEA

**SETTLEMENT AGREEMENT AND  
RELEASE**

This Settlement Agreement, dated September , 2025, is made and entered into by and among Plaintiffs Y.G.R., V.G.R (by and through their parent and guardian, Ana G. Robles Solis) (“Plaintiffs”), and Aaron Jenkins (together with Plaintiffs, “Class Representatives”) individually and on behalf of the Settlement Class, and Highline School District No. 401 (“Highline” or “Defendant,” and together with Class Representatives, the “Settling Parties”), by and through their respective counsel. This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle all of Class Representatives’

Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court's approval.

### RECITALS

WHEREAS, on April 11, 2025, Plaintiffs filed their Class Action Complaint in the Superior Court of the State of Washington, County of King, entitled *Y.G.R., V.G.R, minors, by and through their parent and guardian, ANA G. ROBLES SOLIS, v. Highline School District NO. 401*, Case No. 25-2-11395-7 (the "*Solis* Action"); which is the operative Class Action Complaint ("Complaint") for this matter.

WHEREAS, the Complaint asserts claims against Defendant for Negligence, violation of the Washington Data Breach Disclosure Law (RCW 19.255.044, et. seq.), Unjust Enrichment, Breach of Implied Contract, and Invasion of Privacy (the "Litigation"), arising from the Data Security Incident (as such term is defined below);

WHEREAS, Defendant has denied, and continues to deny: (a) each and every allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or which could have been asserted in this Litigation; (b) that the Plaintiffs in the Litigation and the class they purport to represent have suffered any damage or harm; and (c) that the Litigation satisfies the requirements to be tried as a class action under Washington law;

WHEREAS, without acknowledging or admitting any fault or liability on the part of the Defendant, the Settling Parties have agreed to enter into this Agreement as a reasonable and appropriate compromise of Class Representatives' and Class Members' claims to put to rest all controversy and to avoid the uncertainty, risk, and/or expense of burdensome, protracted, and costly litigation that would be involved in pursuing and defending this Action. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the

1 part of Defendant or admission by any of the parties of the validity or lack thereof of  
2 any claim, allegation, or defense asserted in this Litigation or in any other action;

3 WHEREAS, the Settling Parties participated in good faith, arms-length  
4 settlement discussions over the course of several months, through which the general  
5 terms of a settlement were negotiated and finalized to resolve the Litigation, as  
6 outlined herein;

7 WHEREAS, Class Counsel conducted a thorough examination and evaluation  
8 of the relevant law and facts to assess the merits of the claims to be resolved in this  
9 settlement and how best to serve the interests of the putative class in the Litigation.  
10 Based on this investigation and the negotiations described above, Class Counsel have  
11 concluded, taking into account the sharply contested issues involved, the risks,  
12 uncertainty and cost of further pursuit of this Litigation, and the benefits to be  
13 provided to the Settlement Class pursuant to this Agreement, that a settlement with  
14 Defendant on the terms set forth in this Agreement is fair, reasonable, adequate and  
15 in the best interests of the putative class;

16 WHEREAS, this Settlement Agreement is intended to fully, finally and forever  
17 resolve all claims and causes of action asserted, or that could have been asserted in  
18 the Litigation, against Defendant related to the Data Security Incident and the  
19 Released Persons, by and on behalf of the Plaintiffs and Settlement Class Members,  
20 and any other such actions by and on behalf of any other putative classes of  
21 individuals against Defendant originating, or that may originate, in jurisdictions in  
22 the United States, reasonably related to the Data Security Incident.

23 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by  
24 and between the Settling Parties, that, subject to the approval of the Court as provided  
25 for in this Agreement, the Litigation and Released Claims shall be fully and finally  
26 settled, compromised, and released, when Judgment becomes Final (defined herein),  
27 the Litigation and the Released Claims shall be finally and fully compromised,  
28 settled, and released, and the Litigation shall be dismissed with prejudice as to the

1 Settling Parties, the Settlement Class, and the Settlement Class Members, except  
2 those Settlement Class Members who lawfully opt out of the Settlement Agreement,  
3 upon and subject to the terms and conditions of this Settlement Agreement:

4 **I. DEFINITIONS**

5 As used in this Settlement Agreement, the following terms have the meanings  
6 specified below:

7 1.1 “Action” or “Litigation” means *Y.G.R., V.G.R, minors, by and through*  
8 *their parent and guardian, ANA G. ROBLES SOLIS v. Highline School District NO.*  
9 *401*, Case No. 25-2-11395-7, pending before the Court as of the date of this  
10 Agreement.

11 1.2 “Agreement” or “Settlement” or “Settlement Agreement” means this  
12 agreement.

13 1.3 “Claims Administration” means the issuing of notice of this settlement  
14 to Class Members and the processing and payment of claims received from  
15 Settlement Class Members by the Claims Administrator.

16 1.4 “Claims Administrator” means the CPT Group, Inc. (“CPT Group”)  
17 which is experienced in administering class action claims generally and specifically  
18 those of the type provided for and made in data breach litigation.

19 1.5 “Claims Deadline” means the postmark and/or online submission  
20 deadline for valid claims submitted pursuant to ¶2 below. The Claims Deadline is  
21 ninety (90) days after the Notice Commencement date.

22 1.6 “Claim Form” means the claim form to be used by Settlement Class  
23 Members to submit a Settlement Claim, either through the mail or online through the  
24 Settlement Website, substantially in the form as shown in **Exhibit A**.

25 1.7 “Claimant” means a Settlement Class Member who submits a Claim  
26 Form for a Settlement Payment.

27 1.8 “Class Members” means all individuals residing in the United States  
28 who received a notice pertaining to Highline’s Data Security Incident. Class

1 Members specifically exclude all persons who are directors or officers of Highline,  
2 the Judge assigned to the Action, and that Judge's immediate family and Court staff.  
3 Class Members consist of approximately 94,102 individuals. These individuals  
4 constitute the "Settlement Class" solely for purposes of certifying a settlement class  
5 in this Litigation.

6 1.9 "Costs of Claims Administration" means all reasonable, actual costs  
7 associated with or arising from Claims Administration. The Claims Administrator  
8 shall, from the Settlement Fund, pay all Costs of Claims Administration subject to  
9 approval by Class Counsel.

10 1.10 "Court" means the Superior Court of the State of Washington, County  
11 of King.

12 1.11 "Data Security Incident" means the cyber incident perpetrated on  
13 Highline School District No. 401 on or around September 7, 2024, which gave rise  
14 to the Litigation.

15 1.12 "Dispute Resolution" means the process for resolving disputed  
16 Settlement Claims as set forth in this Agreement.

17 1.13 "Final" or "Effective Date" mean the occurrence of all of the following  
18 events: (i) the settlement pursuant to this Settlement Agreement is finally approved  
19 by the Court; (ii) the Court has entered a Judgment (as that term is defined herein);  
20 and (iii) the time to appeal or seek permission to appeal from the Judgment has  
21 expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment  
22 has been affirmed in its entirety by the court of last resort to which such appeal may  
23 be taken, and such dismissal or affirmance has become no longer subject to further  
24 appeal or review. Notwithstanding the above, any order modifying or reversing any  
25 attorneys' fees award or service award made in this case shall not affect whether the  
26 Judgment is "Final" as defined herein or any other aspect of the Judgment.

27 1.14 "Final Approval of the Settlement" means an order and judgment that  
28 the Court enters and which finally approves the Settlement Agreement without

1 material change to the Settling Parties' agreed-upon proposed final approval order  
2 and judgment.

3 1.15 "Judgment" means a judgment rendered by the Court, after the Final  
4 Approval Hearing, which finally approves the Settlement Agreement, certifies the  
5 Settlement Class, dismisses the Litigation with prejudice, and is consistent with all  
6 material provisions of this Settlement Agreement. Class Counsel and Defendant's  
7 Counsel will work together on a proposed Judgment, which Defendant must approve  
8 before filing.

9 1.16 "Long Notice" means the long form notice of settlement to be posted on  
10 the Settlement Website, substantially in the form as shown in **Exhibit B**.

11 1.17 "Notice Commencement Date" means thirty (30) days following entry  
12 of the Preliminary Approval Order and is the date by which the Claims Administrator  
13 shall establish the Settlement Website, toll-free telephone line, and commence the  
14 initial mailing of the Short Notice.

15 1.18 "Notice Program" means steps taken by the Claims Administrator to  
16 notify Class Members of the settlement as set forth below.

17 1.19 "Objection Date" means the date by which Settlement Class Members  
18 must file with the Court, with service to Proposed Lead Class Counsel for the Settling  
19 Parties, their objection to the Settlement Agreement for that objection to be effective.  
20 The Objection Date is sixty (60) days after the Notice Commencement Date. The  
21 postmark date shall constitute evidence of the date of mailing for these purposes.

22 1.20 "Opt-Out Date" means the date by which Class Members must mail  
23 their requests to be excluded from the Settlement Class for that request to be  
24 effective. The Opt-Out Date is sixty (60) days after the Notice Commencement Date.  
25 The postmark date shall constitute evidence of the date of mailing for these purposes.

26 1.21 "Person" means an individual, corporation, partnership, limited  
27 partnership, limited liability company or partnership, association, joint stock  
28 company, estate, legal representative, trust, unincorporated association, government

1 or any political subdivision or agency thereof, and any business or legal entity, and  
2 their respective spouses, heirs, predecessors, successors, representatives, or  
3 assignees.

4 1.22 “Preliminary Approval Order” means the order preliminarily approving  
5 the Settlement Agreement and ordering that notice be provided to Class Members  
6 substantially in the form attached hereto as **Exhibit C**.

7 1.23 “Proposed Settlement Class Counsel” and “Class Counsel”  
8 means Timothy W. Emery and M. Anderson Berry of Emery Reddy, PLLC.

9 1.24 “Related Entities” means Highline’s respective past or present officers,  
10 directors, employees, servants, members, partners, principals, shareholders, owners,  
11 parents, subsidiaries, divisions, partnerships, and related or affiliated entities,  
12 and each of their respective predecessors, successors, directors, officers,  
13 employees, principals, agents, attorneys, executors, heirs, administrators, joint  
14 ventures, personal representatives, assigns, transferees, trustees, insurers, and  
15 reinsurers, and includes, without limitation, any Person related to any such entity  
16 who is, was, or could have been named as a defendant in any of the actions  
17 comprising the Litigation.

18 1.25 “Released Claims” shall mean any and all past, present, and future  
19 rights, liabilities, actions, demands, damages, penalties, costs, attorneys’ fees, losses,  
20 remedies, claims, and causes of action including, but not limited to, any causes of  
21 action related to the Data Security Incident, arising under or premised upon any  
22 statute, constitution, law, ordinance, treaty, regulation, or common law of any  
23 country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et*  
24 *seq.*, and all similar statutes in effect in any states in the United States; all California  
25 and Washington consumer protection statutes; violations of any federal or state data  
26 breach notification statute; negligence; negligence *per se*; breach of contract; breach  
27 of implied contract; breach of fiduciary duty; breach of confidence; invasion of  
28 privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust

1 enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any  
2 breach notification statute or common law duty; and including, but not limited to,  
3 any and all claims for damages, injunctive relief, disgorgement, declaratory relief,  
4 equitable relief, attorneys' fees and expenses, pre-judgment interest, credit  
5 monitoring services, the creation of a fund for future damages, statutory damages,  
6 punitive damages, special damages, exemplary damages, restitution, and/or the  
7 appointment of a receiver, whether known or unknown, liquidated or unliquidated,  
8 existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative,  
9 and any other form of legal statutory, or equitable relief that either has been asserted,  
10 was asserted, or could have been asserted, by any Settlement Class Member against  
11 any of the Released Parties (including, but not limited to, assigned claims and any  
12 and all "Unknown Claims" as defined below) based on, relating to, concerning or  
13 arising out of the Data Security Incident or the allegations, transactions, occurrences,  
14 facts, or circumstances alleged in or otherwise described in the Litigation. Released  
15 Claims shall not include the right of any Settlement Class Member or any of the  
16 Released Parties to enforce the terms of the settlement contained in this Settlement  
17 Agreement and shall not include the claims of Settlement Class Members who have  
18 timely excluded themselves from the Settlement Class consistent with the terms and  
19 requirements of this Agreement.

20 1.26 "Released Persons" means Highline and each of its past, present, and  
21 future parent companies, partnerships, subsidiaries, affiliates, divisions, employees,  
22 contractors, agents, servants, members, managers, providers, partners, principals,  
23 directors, shareholders, successors, assigns, and owners, and all of their attorneys,  
24 heirs, executors, administrators, insurers and agents and/or third-party administrators  
25 thereof, writing companies, coinsurers, reinsurers, joint ventures, personal  
26 representatives, predecessors, successors, transferees, trustees, and assigns, and  
27 including, without limitation, any Person related to any such entity who is, was, or  
28 could have been named as a defendant in the Litigation.



1.27 “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

1.28 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.29 “Settlement Class List” means the list generated by Highline containing the names and contact information for all persons who fall under the definition of Class Member, which Highline shall provide to the Claims Administrator within seven (7) days after entry of the Preliminary Approval Order and engagement of the Claims Administrator.

1.30 “Settlement Class Member(s)” means Class Members who do not timely and validly opt-out of the Agreement by excluding themselves from this settlement proceeding using the protocol described herein.

1.31 “Settlement Class Representatives” or “Representative Plaintiffs” means Y.G.R., V.G.R, minors, by and through their parent and guardian, Ana G. Robles Solis, and Aaron Jenkins.

1.32 “Settlement Fund” shall mean the common fund in the amount of \$650,000 established by Defendant pursuant to ¶2.1.1 of this Agreement.

1.33 “Settling Parties” means, collectively, Highline and Plaintiffs, individually and on behalf of the Settlement Class Members.

1.34 “Settlement Website” means a website, the URL for which to be mutually selected by the Settling Parties, that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide the Class Members with the ability to submit a Settlement Claim online.

1.35 “Short Notice” means the short form notice of the proposed class action settlement, substantially in the form as shown in **Exhibit D**. The Short Notice will direct recipients to the Settlement Website and inform Class Members of, among

1 other things, the Claims Deadline, the Opt-Out Date and Objection Date, and the date  
2 of the Final Fairness Hearing.

3 1.36 “United States” as used in this Settlement Agreement includes all 50  
4 states, the District of Columbia, and all territories.

5 1.37 “Unknown Claims” means any of the Released Claims related to  
6 the Data Security Incident that any Settlement Class Member, including  
7 Plaintiffs, does not know or suspect to exist in his/her favor at the time of the  
8 release of the Released Parties that, if known by him or her, might have  
9 affected his or her settlement with, and release of, the Released Parties, or  
10 might have affected his or her decision not to object to and/or to participate in  
11 this Settlement Agreement. With respect to any and all Released Claims, the  
12 Settling Parties stipulate and agree that upon the Effective Date, Plaintiff  
13 intends to and expressly shall have, and each of the other Settlement Class  
14 Members intend to and shall be deemed to have, and by operation of the  
15 Judgment shall have, waived the provisions, rights, and benefits conferred by  
16 California Civil Code § 1542, and also any and all provisions, rights, and  
17 benefits conferred by any law of any state, province, or territory of the United  
18 States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*,  
19 Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and  
20 South Dakota Codified Laws § 20-7-11), which is similar, comparable, or  
21 equivalent to California Civil Code § 1542, which provides:

22  
23 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
24 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**  
25 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**  
26 **THE TIME OF EXECUTING THE RELEASE, AND THAT, IF**  
**KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**  
**AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**  
**OR RELEASED PARTY.**

27 Settlement Class Members, including Plaintiff, may hereafter discover facts in  
28 addition to, or different from, those that they, and any of them, now know or believe

1 to be true with respect to the subject matter of the Released Claims, but Plaintiffs,  
2 expressly shall have, and each other Settlement Class Member shall be deemed to  
3 have, and by operation of the Judgment shall have, upon the Effective Date, fully,  
4 finally and forever settled and released any and all Released Claims, including but not  
5 limited to any Unknown Claims they may have. The Settling Parties acknowledge,  
6 and Settlement Class Members shall be deemed by operation of the Judgment to have  
7 acknowledged, that the foregoing waiver is a material element of the Settlement  
8 Agreement of which this release is a part.  
9

10  
11  
12 1.38 “Valid Claims” means Settlement Claims in an amount approved by the  
13 Claims Administrator or found to be valid through the claims processing and/or  
14 Dispute Resolution process, or through the process for review and challenge set forth  
15 in the section entitled, “Administration of Claims.”

## 16 **II. SETTLEMENT CLASS BENEFITS**

17 2.1.1 Settlement Fund. Defendant is responsible for making a payment  
18 of \$650,000, which shall constitute the entire Settlement Fund. Defendant shall not  
19 be required to pay any more money under this Settlement. An initial up-front amount,  
20 to be determined by the Settlement Administrator, shall be paid to the Settlement  
21 Administrator to cover the initial notice and administration costs, within fourteen  
22 (14) days after the Court issues a Preliminary Approval Order. Defendant shall have  
23 the balance of the Settlement Fund deposited within twenty-one (21) days of the  
24 Effective Date. As set forth below, the Settlement Fund will be used to pay for: (i)  
25 Compensation for Ordinary Losses (§2.2.1); (ii) Compensation for Extraordinary  
26 Losses (§2.2.2); (iii) Costs of Reasonable Claims Administration (§1.9); (iv) service  
27 awards (§9.1); and (vi) attorney’s fees and litigation expenses (§9.2).  
28

1           2.2 Cash Benefits. Defendant agrees to make available from the Settlement  
2 Fund the below compensation to Settlement Class Members who submit valid and  
3 timely Claim Forms. Claims will be reviewed for completeness and plausibility by  
4 the Claims Administrator. For claims deemed invalid, the Claims Administrator shall  
5 provide Claimants an opportunity to cure, unless an inability to cure is apparent from  
6 the face of the claim, e.g., the Claimant is not a Class Member.

7           2.2.1 Compensation for Out of Pocket Losses: All Settlement Class  
8 Members may submit a claim for documented out-of-pocket losses including, for  
9 example, unreimbursed losses relating to fraud or identity theft, unreimbursed costs  
10 of credit monitoring incurred between the time of the Data Incident and the time the  
11 claim is submitted, and unreimbursed bank fees, postage, or gasoline for travel (“Out  
12 of Pocket Losses”), up to \$5,000 per individual. The Settlement Fund will be used to  
13 pay valid and timely submitted claims for each of the following categories:

14           a) Documented out-of-pocket expenses incurred as a direct  
15 result of the Data Incident, namely, postage, copying, scanning, faxing, mileage and  
16 other travel-related charges, parking, notary charges, research charges, cell phone  
17 charges (only if charged by the minute), long distance phone charges, data charges  
18 (only if charged based on the amount of data used), text message charges (only if  
19 charged by the message), bank fees, accountant fees, and attorneys’ fees, all of which  
20 must be fairly traceable to the Data Incident and must not have been previously  
21 reimbursed by a third party. Expenses must be attested to and supported by  
22 documentation substantiating the full extent of the amount claimed; and

23           2.2.2 Settlement Class Members seeking reimbursement under ¶¶2.2.1  
24 must complete and submit to the Claims Administrator a Claim Form in a form  
25 substantially similar to the one attached as **Exhibit A**, postmarked or submitted  
26 online on or before the Claims Deadline. The notice to the Class Members will  
27 specify this deadline and other relevant dates described herein. The Claim Form must  
28 be verified by the Settlement Class Member with a statement that his or her claim is

1 true and correct, to the best of his or her knowledge and belief. Notarization shall not  
2 be required. Claims for Ordinary Losses and Extraordinary Losses must be attested  
3 to and supported by documentation substantiating the full extent of the amount  
4 claimed. Failure to provide such supporting documentation, as requested on the  
5 Claim Form, shall result in denial of a claim. No documentation is needed for lost-  
6 time expenses. Disputes as to claims submitted under this paragraph are to be  
7 resolved pursuant to the provisions stated in ¶¶2.5, 10.1.

8       2.3 Residual Funds / Pro Rata Reduction. In the event that Compensation  
9 for Ordinary Losses, Claims Administration Costs, Service Awards to Class  
10 Representative, and Attorney's Fees and Litigation Expenses exceed the Settlement  
11 Fund, all Class Member payments will be reduced on a *pro rata* basis such that  
12 Defendant's maximum amount to be paid does not exceed the non-reversionary  
13 Settlement Fund. If Compensation for Ordinary Losses, Compensation for  
14 Extraordinary Losses, Claims Administration Costs, Service Awards to Class  
15 Representative, and the Attorney's Fees and Litigation Expenses Award do not  
16 exceed the Settlement Fund, all remaining funds will be distributed on a per class  
17 member basis, to all Settlement Class Members who submitted a Valid Claim for  
18 such benefit. As to any portion of the settlement fund that remains after all of the  
19 above have been paid, the parties shall meet and confer regarding the appropriate use  
20 of such residual funds, including the possibility for using residual funds for additional  
21 cash benefits to the Settlement Class Members or whether any such funds shall be  
22 paid to the Legal Foundation of Washington.

23       2.4 Business Practice Enhancements, Including Monetary Investment into  
24 Data Security. Defendant has and will continue to undertake certain reasonable steps  
25 to enhance the security deployed to secure access to its data network. Defendant  
26 estimates the cost or value of these enhancements will exceed \$200,000. Defendant  
27 has or will provide Settlement Class Counsel reasonable confidential confirmatory  
28 discovery upon request identifying the Settlement Class Members and the

1 enhancements, including value of the enhancements, made, or being made to protect  
2 Settlement Class Members' information stored on Defendant's data network. The  
3 confidential confirmatory discovery period will begin on the execution of this  
4 Settlement Agreement between the Settling Parties and conclude no later than 30  
5 days thereafter.

6       2.5    Dispute Resolution. The Claims Administrator, in its discretion to be  
7 reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class  
8 Member; (2) the Claimant has provided all information needed to complete the Claim  
9 Form, including any third-party documentation and/or attestation that may be  
10 necessary to reasonably support the Ordinary Losses described in ¶2.2.1; and (3) the  
11 information submitted could lead a reasonable person to conclude that more likely  
12 than not the Claimant has suffered the claimed losses as a result of the Data Incident.  
13 The Claims Administrator may, at any time, request from the Claimant, in writing,  
14 additional information as the Claims Administrator may reasonably require in order  
15 to evaluate the claim (e.g., documentation requested on the Claim Form, information  
16 regarding the claimed losses, available insurance and the status of any claims made  
17 for insurance benefits, and claims previously made for identity theft and the  
18 resolution thereof). For any such Settlement Claims that the Claims Administrator  
19 determines to be implausible, the Claims will be deemed invalid and submitted to  
20 counsel for the Settling Parties. If counsel for the Settling Parties agree that any such  
21 claim is a Valid Claim, the Claims Administrator shall follow counsel's joint  
22 direction regarding the disposition of the claim.

23           2.5.1 Upon receipt of an incomplete or unsigned Claim Form or a  
24 Claim Form that is not accompanied by sufficient documentation to determine  
25 whether the claim is facially valid, the Claims Administrator shall request additional  
26 information and give the Claimant thirty (30) days to cure the defect before rejecting  
27 the claim. If the defect is not cured, then the claim will be deemed invalid and there  
28 shall be no obligation to pay the claim.

1           2.5.2 Following receipt of additional information requested by the  
2 Claims Administrator, the Claims Administrator shall have thirty (30) days to accept,  
3 in whole or lesser amount, or reject each claim. If, after review of the claim and all  
4 documentation submitted by the Claimant, the Claims Administrator determines that  
5 such a claim is valid, then the claim shall be paid, subject to the review and challenge  
6 process set forth in ¶10.1. If the claim is determined to be invalid, then the Claims  
7 Administrator will submit it to counsel for the Settling Parties. If counsel for the  
8 Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator  
9 shall follow counsel's joint direction regarding the disposition of the claim.

10           2.5.3 Settlement Class Members shall have thirty (30) days from  
11 receipt of the offer to accept or reject any offer of partial payment received from the  
12 Claims Administrator. If a Settlement Class Member rejects an offer from the Claims  
13 Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its  
14 initial adjustment amount and make a final determination. If the Claimant approves  
15 the final determination, then the approved amount shall be the amount to be paid. If  
16 the Claimant does not approve the final determination within thirty (30) days, then  
17 the dispute will be submitted to counsel for the Settling Parties within an additional  
18 ten (10) days. The Claims Administrator shall follow counsel for the Settling Parties'  
19 joint direction regarding the disposition of the claim.

### 20 **III. CLASS CERTIFICATION**

21           3.1 The Settling Parties agree, for purposes of this settlement only, to the  
22 certification of the Settlement Class. If the settlement set forth in this Settlement  
23 Agreement is not approved by the Court, or if the Settlement Agreement is terminated  
24 or cancelled pursuant to the terms of this Settlement Agreement, this Settlement  
25 Agreement, and the certification of the Settlement Class provided for herein, will be  
26 vacated and the Litigation shall proceed as though the Settlement Class had never  
27 been certified, without prejudice to any Person's or Settling Party's position on the  
28 issue of class certification or any other issue. The Settling Parties' agreement to the

1 certification of the Settlement Class is also without prejudice to any position asserted  
2 by the Settling Parties in any other proceeding, case or action, as to which all of their  
3 rights are specifically preserved. All discussions and agreements related to the  
4 Settlement Agreement shall be considered confidential and inadmissible pursuant to  
5 ER 408.

#### 6 **IV. NOTICE AND CLAIMS ADMINISTRATION**

7 4.1 The Settling Parties selected CPT Group to be the Claims Administrator,  
8 who will be charged with delivering sufficient notice (including direct notice) and  
9 administering the claims process. The Claims Administrator shall, from the  
10 Settlement Fund, pay the entirety of the Reasonable Costs of Claims Administration,  
11 including the cost of notice, subject to approval by Class Counsel.

12 4.2 After the Court enters an order finally approving the Settlement, the  
13 Claims Administrator shall provide the requested relief to all Settlement Class  
14 Members that made valid and timely claims, subject to the individual caps on  
15 Settlement Class Member payments set forth in ¶2 above.

#### 16 **V. PRELIMINARY APPROVAL**

17 5.1 As soon as practicable after the execution of the Settlement Agreement,  
18 Proposed Settlement Class Counsel and counsel for Highline shall jointly submit this  
19 Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file  
20 an unopposed motion for preliminary approval of the settlement with the Court  
21 requesting entry of a Preliminary Approval Order in a form substantially similar to  
22 the one attached as **Exhibit C**, requesting, among other things:

- 23 a) certification of the Settlement Class for settlement purposes only  
24 pursuant to ¶3.1;
- 25 b) preliminary approval of the Settlement Agreement as set forth  
26 herein;
- 27 c) appointment of Proposed Settlement Class Counsel as Settlement  
28 Class Counsel;



- d) appointment of Class Representatives as Settlement Class Representatives;
- e) Approval of the Notice Program and Notices;
- f) Approval of the Claim Form and Claims process; and
- g) Appointment of the CPT Group as the Settlement Administrator.

The Short Notice, Long Notice, and Claim Form will be reviewed and approved by the Claims Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

5.2 The Claims Administrator shall, from the Settlement Fund, pay for providing notice to Class Members in accordance with the Preliminary Approval Order. Service Awards to Class Representative and attorneys' fees, costs, and expenses of Settlement Class Counsel, as approved by the Court, shall be paid by the Claims Administrator, from the Settlement Fund, as set forth in ¶9 below.

5.3 Notice shall be provided to Class Members by the Claims Administrator as follows:

5.3.1 Class Member Information: No later than fourteen (14) days after entry of the Preliminary Approval Order, Highline shall provide the Claims Administrator with the name, last known physical address, and email address of each Class Member to the extent known (collectively, "Class Member Information"). The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. The Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information, except to administer the settlement as provided in this Settlement Agreement, or provide all data and information in its possession to the Settling Parties upon request.

5.3.2 Settlement Website: Prior to the dissemination of the Settlement Class Notice, the Claims Administrator shall establish the Settlement Website that

1 will inform Class Members of the terms of this Settlement Agreement, their rights,  
2 dates and deadlines and related information. The Settlement Website shall include,  
3 in .pdf format and available for download, the following: (i) the Long Notice; (ii) the  
4 Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement;  
5 (v) the operative Complaint filed in the Litigation; and (vi) any other materials agreed  
6 upon by the Parties and/or required by the Court. The notice and claim materials will  
7 also be available in Spanish on the Settlement Website. The Settlement Website shall  
8 provide Class Members with the ability to complete and submit the Claim Form  
9 electronically.

10           5.3.3 Short Notice: Within thirty (30) days after the entry of the  
11 Preliminary Approval Order and to be substantially completed not later than forty-  
12 five (45) days after entry of the Preliminary Approval Order, and subject to the  
13 requirements of this Agreement and the Preliminary Approval Order, the Claims  
14 Administrator will provide notice to Class Members as follows:

15           a) Via U.S. mail to all Class Members. Before any mailing  
16 under this paragraph occurs, the Claims Administrator  
17 shall run the postal addresses of Class Members through  
18 the United States Postal Service (“USPS”) National  
19 Change of Address database to update any change of  
20 address on file with the USPS;

21           i. In the event that a mailed Short Notice is returned to  
22 the Claims Administrator by the USPS because the  
23 address of the recipient is no longer valid, and the  
24 envelope contains a forwarding address, the Claims  
25 Administrator shall re-send the Short Notice to the  
26 forwarding address within seven (7) days of  
27 receiving the returned Short Notice;  
28

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;

5.3.4 A toll-free help line shall be made available to provide Class Members with information about the settlement. The Claims Administrator also will provide copies of the forms of Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request; and

5.3.5 Contemporaneously with seeking Final Approval of the Settlement, Proposed Settlement Class Counsel shall cause to be filed with the Court

1 an appropriate affidavit or declaration with respect to complying with this provision  
2 of notice.

3 5.4 The Short Notice, Long Notice, and other applicable communications to  
4 the Settlement Class may be adjusted by the Claims Administrator, respectively, in  
5 consultation and agreement with the Settling Parties, as may be reasonable and  
6 consistent with such approval. The Notice Program shall commence within thirty  
7 (30) days after entry of the Preliminary Approval Order and shall be completed  
8 within forty-five (45) days after entry of the Preliminary Approval Order.

9 5.5 Proposed Settlement Class Counsel and Highline's counsel shall request  
10 that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing")  
11 and grant final approval of the settlement set forth herein.

## 12 **VI. OPT-OUT PROCEDURES**

13 6.1 Each Person wishing to opt-out of the Settlement Class shall  
14 individually sign and timely submit written notice of such intent to the designated  
15 Post Office box established by the Claims Administrator. The written notice must  
16 clearly manifest a Person's intent to opt-out of the Settlement Class. To be effective,  
17 written notice must be postmarked by the Opt-Out Date.

18 6.2 All Persons who submit valid and timely notices of their intent to opt-  
19 out of the Settlement Class, as set forth in ¶6.1 above, referred to herein as "Opt-  
20 Outs," shall not receive any benefits of and/or be bound by the terms of this  
21 Settlement Agreement. All Persons falling within the definition of the Settlement  
22 Class who do not opt-out of the Settlement Class in the manner set forth in ¶6.1 above  
23 shall be bound by the terms of this Settlement Agreement, Release, and Judgment  
24 entered thereon.

25 6.3 Within ten (10) days after the Opt-Out Date as approved by the Court,  
26 if there have been more than 400 valid opt outs, Defendant may, by notifying  
27 Settlement Class Counsel and the Court in writing, within five (5) business days from  
28 the date the Claims Administrator provides written notice to Defendant of the number  
of opt-outs, void this Settlement Agreement. If Defendant voids the Settlement

1 Agreement, Defendant shall be obligated to pay all settlement expenses already  
2 incurred, excluding any attorneys' fees, costs, and expenses of Proposed Settlement  
3 Class Counsel and service awards and shall not, at any time, seek recovery of same  
4 from any other party to the Litigation or from counsel to any other party to the  
5 Litigation.

## 6 **VII. OBJECTION PROCEDURES**

7       7.1 Each Settlement Class Member desiring to object to the Settlement  
8 Agreement shall submit a timely written notice of his or her objection by the  
9 Objection Date. Such notice shall state: (i) the objector's full name and address; (ii)  
10 the case name and docket number – *Y.G.R., V.G.R, minors, by and through their*  
11 *parent and guardian, ANA G. ROBLES SOLIS v. Highline School District NO. 401,*  
12 *Case No. 25-2-11395-7;* (iii) information identifying the objector as a Settlement  
13 Class Member, including proof that the objector is a Settlement Class Member (e.g.,  
14 copy of the objector's settlement notice, copy of original notice of the Data Incident,  
15 or a statement explaining why the objector believes he or she is a Settlement Class  
16 Member); (iv) a written statement of all grounds for the objection, accompanied by  
17 any legal support for the objection the objector believes applicable; (v) the identity  
18 of any and all counsel representing the objector in connection with the objection; (vi)  
19 a statement whether the objector and/or his or her counsel will appear at the Final  
20 Fairness Hearing; and (vii) the objector's signature or the signature of the objector's  
21 duly authorized attorney or other duly authorized representative (if any) representing  
22 him or her in connection with the objection. To be timely, written notice of an  
23 objection that substantially complies with ¶7.1(i)-(vii) must be mailed, with a  
24 postmark date no later than the Objection Date, to Proposed Lead Class Counsel:  
25 Timothy W. Emery of Emery Reddy, PLLC, 600 Stewart Street, Suite 1100, Seattle,  
26 WA 98101; and counsel for Highline, Amanda Harvey, Mullen Coughlin LLC, 1452  
27 Hughes Rd. Suite 200, Grapevine, TX 76051. For all objections mailed to Proposed  
28

1 Lead Class Counsel and counsel for Highline, Proposed Settlement Class Counsel  
2 will file them with the Court with the Motion for Final Approval of Settlement.

3 7.2 Although the Court's stated policy is to hear from any class member  
4 who attends the Final Fairness Hearing and asks to speak regarding his or her  
5 objection to the settlement, the Parties reserve the right to challenge the objection of  
6 any Settlement Class Member who fails to comply with the requirements for  
7 objecting in ¶7.1 as having waived and forfeited any and all rights he or she may have  
8 to appear separately and/or to object to the Settlement Agreement, and assert that  
9 such Settlement Class Member is bound by all the terms of the Settlement Agreement  
10 and by all proceedings, orders and judgments in the Litigation. The exclusive means  
11 for any challenge to the Settlement Agreement shall be through the provisions of  
12 ¶7.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the  
13 final order approving this Settlement Agreement, or the Judgment to be entered upon  
14 final approval shall be pursuant to appeal under the Washington State Court Rules of  
15 Appellate Procedure and not through a collateral attack.

## 16 **VIII. RELEASES**

17 8.1 Upon sixty (60) days after the Effective Date, each Settlement Class  
18 Member, including Plaintiffs, shall be deemed to have, and by operation of the  
19 Judgment shall have, fully, finally, and forever released, relinquished, and discharged  
20 all Released Claims. Further, upon the Effective Date, and to the fullest extent  
21 permitted by law, each Settlement Class Member, excluding Opt-Outs but including  
22 Plaintiffs, shall directly, indirectly, or in any representative capacity, be permanently  
23 barred and enjoined from commencing, prosecuting, or participating in any recovery  
24 in any action in this or any other forum (other than participation in this Settlement  
25 Agreement as provided herein) in which any of the Released Claims is asserted.

26 8.2 Upon sixty (60) days after the Effective Date, Highline shall be deemed  
27 to have, and by operation of the Judgment shall have, fully, finally, and forever  
28 released, relinquished, and discharged, the Settlement Class Representative, the

1 Settlement Class Members, and Proposed Settlement Class Counsel, of all claims,  
2 based upon the institution, prosecution, assertion, settlement, or resolution of the  
3 Litigation or the Released Claims, except for enforcement of the Settlement  
4 Agreement. Any other claims or defenses Highline may have against the Settlement  
5 Class Representative, the Settlement Class Members, and the Proposed Settlement  
6 Class Counsel including, without limitation, any claims based upon any retail,  
7 banking, debtor-creditor, contractual, or other business relationship with such  
8 Persons not based on the institution, prosecution, assertion, settlement, or resolution  
9 of the Litigation are specifically preserved and shall not be affected by the preceding  
10 sentence.

11 8.3 Notwithstanding any term herein, neither Highline nor its Related  
12 Entities shall have or shall be deemed to have released, relinquished or discharged  
13 any claim or defense against any Person other than Representative Plaintiffs, each  
14 and all of the Settlement Class Members, and Proposed Settlement Class Counsel.

15 **IX. SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES**

16 9.1 After an agreement had been reached as to the essential terms of a  
17 settlement (i.e., Settlement Class benefits), the Parties negotiated the amount of a  
18 service award to the Representative Plaintiffs. Subject to Court approval, the  
19 Representative Plaintiffs shall seek, and Defendant agrees to pay out of the  
20 Settlement Fund, a total service award amount, not to exceed \$15,000 to be allocated  
21 to the Representative Plaintiffs. The Claims Administrator shall, from the Settlement  
22 Fund, pay the service awards approved by the Court up to the agreed maximum.

23 9.2 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  
25 Plaintiff's attorneys' fees and litigation expenses. Plaintiffs shall seek an award of  
26 attorneys' fees not to exceed one-third of the Settlement Fund, together with  
27 reimbursement for reasonably incurred litigation expenses. The Claims  
28

1 Administrator shall, from the Settlement Fund, pay the attorneys' fees and expenses  
2 award approved by the Court.

3 9.3 The Claims Administrator shall, from the Settlement Fund, pay the  
4 service awards and attorneys' fees and expenses awarded by the Court to Emery  
5 Reddy, PLLC within fourteen (14) days after the Effective Date. The attorneys' fees  
6 and expenses award will be allocated among Proposed Settlement Class Counsel.  
7 Highline bears no responsibility or liability relating to the allocation of the attorneys'  
8 fees and expenses among Proposed Settlement Class Counsel.

9 9.4 The finality or effectiveness of the Settlement Agreement shall not  
10 depend upon the Court awarding any particular attorneys' fees and expenses award  
11 or service award. No order of the Court, or modification or reversal or appeal of any  
12 order of the Court concerning the amount(s) of any attorneys' fees and expenses,  
13 and/or service awards ordered by the Court to Proposed Settlement Class Counsel or  
14 Representative Plaintiffs shall affect whether the Judgment is final or constitute  
15 grounds for cancellation or termination of this Settlement Agreement.

## 16 **X. ADMINISTRATION OF CLAIMS**

17 10.1 The Claims Administrator shall administer and calculate the claims  
18 submitted by Settlement Class Members under ¶¶2.2.1 and 2.2.2. Proposed  
19 Settlement Class Counsel and counsel for Highline shall be given reports as to both  
20 claims and distribution, and have the right to challenge the claims and distribution  
21 set forth in the reports, including by requesting and receiving, for any approved claim,  
22 the name of the Settlement Class Member, a description of the approved claim,  
23 including dollar amounts to be paid as Ordinary Losses, and all supporting  
24 documentation submitted. If counsel for the Settling Parties agree that any such claim  
25 is improper, the Claims Administrator shall follow counsel's joint direction regarding  
26 the disposition of the claim. If the Settling Parties cannot agree on the disposition of  
27 a claim, the Settling Parties, upon the election of either Settling Party, will submit the  
28 claim for disposition to a jointly agreed upon impartial third-party claim referee for



determination. The Claims Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the above right of review and challenge and the Dispute Resolution process set forth in ¶2.5. All claims agreed to be paid in full by Highline shall be deemed Valid Claims.

10.2 Checks for Valid Claims shall be mailed and postmarked, and electronic payments shall be issued electronically, within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later.

10.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

10.4 No Person shall have any claim against the Claims Administrator, Highline, Proposed Settlement Class Counsel, Proposed Class Representative, and/or Highline's counsel based on distributions of benefits, or the denial of benefits, to Settlement Class Members.

## **XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION**

11.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) The Court has entered the Preliminary Approval Order, as required by ¶5.1;
- b) The Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- c) Judgment has become Final, as defined in ¶1.15.

1           11.2 If all conditions specified in ¶11.1 hereof are not satisfied and the  
2 Effective Date does not occur, the Settlement Agreement shall be terminated unless  
3 Proposed Settlement Class Counsel and Highline’s counsel mutually agree in writing  
4 to proceed with the Settlement Agreement.

5           11.3 Within three (3) days after the Opt-Out Date, the Claims Administrator  
6 shall furnish to Proposed Settlement Class Counsel and to Highline’s counsel a  
7 complete list of all timely and valid requests for exclusion (the “Opt-Out List”).

8           11.4 Except as provided in ¶6.3, in the event that the Settlement Agreement  
9 is not approved by the Court or the settlement set forth in this Settlement Agreement  
10 is terminated in accordance with its terms, (a) the Settling Parties shall be restored to  
11 their respective positions in the Litigation and shall jointly request that all scheduled  
12 litigation deadlines be reasonably extended by the Court so as to avoid prejudice to  
13 any Settling Party or Settling Party’s counsel, and (b) the terms and provisions of the  
14 Settlement Agreement shall have no further force and effect and shall not be used in  
15 the Litigation or in any other proceeding for any purpose, and any judgment or order  
16 entered by the Court in accordance with the terms of the Settlement Agreement shall  
17 be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this  
18 Settlement Agreement to the contrary, no order of the Court or modification or  
19 reversal on appeal of any order reducing the amount of attorneys’ fees, costs,  
20 expenses, and/or service awards shall constitute grounds for cancellation or  
21 termination of the Settlement Agreement. Further, notwithstanding any statement in  
22 this Settlement Agreement to the contrary, Highline shall be obligated to pay amounts  
23 already billed or incurred for costs of notice to the Settlement Class, Claims  
24 Administration, and Dispute Resolution pursuant to ¶4.1 above and shall not, at any  
25 time, seek recovery of same from any other party to the Litigation or from counsel to  
26 any other party to the Litigation. In the event any of the releases or definitions set  
27 forth in ¶¶1.24, 1.25, 1.26, 8.1, or 8.2 are not approved by the Court as written, the  
28 Settlement Agreement shall be terminated and provisions (a) and (b) of this paragraph

1 shall apply to the Settling Parties and this Agreement unless Proposed Settlement  
2 Class Counsel and Highline's counsel mutually agree in writing to proceed with the  
3 Settlement Agreement.

4 11.5 Prior to the Effective Date, Class Counsel may amend the Complaint  
5 to include additional Representative Plaintiffs.

## 6 **XII. MISCELLANEOUS PROVISIONS**

7 12.1 The Settling Parties (i) acknowledge that it is their intent to  
8 consummate this agreement; and (ii) agree to cooperate to the extent reasonably  
9 necessary to effectuate and implement all terms and conditions of this Settlement  
10 Agreement, and to exercise their best efforts to accomplish the terms and conditions  
11 of this Settlement Agreement.

12 12.2 The Settling Parties intend this settlement to be a final and complete  
13 resolution of all disputes between them with respect to the Litigation. The settlement  
14 comprises claims that are contested and shall not be deemed an admission by any  
15 Settling Party as to the merits of any claim or defense. The Settling Parties agree that  
16 the settlement was negotiated in good faith and at arm's length by the Settling Parties,  
17 and reflects a settlement that was reached voluntarily after consultation with  
18 competent legal counsel. The Settling Parties reserve their right to rebut, in a manner  
19 that such party determines to be appropriate, any contention made in any public  
20 forum that the Litigation was brought or defended in bad faith or without a reasonable  
21 basis. It is agreed that no Party shall have any liability to any other Party as it relates  
22 to the Litigation, except as set forth herein.

23 12.3 Neither the Settlement Agreement, nor the settlement contained herein,  
24 nor any act performed or document executed pursuant to or in furtherance of the  
25 Settlement Agreement or the settlement (i) is or may be deemed to be or may be used  
26 as an admission of, or evidence of, the validity or lack thereof of any Released Claim,  
27 or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be  
28 deemed to be or may be used as an admission of, or evidence of, any fault or omission

1 of any of the Released Persons in any civil, criminal or administrative proceeding in  
2 any court, administrative agency or other tribunal. Any of the Released Persons may  
3 file the Settlement Agreement and/or the Judgment in any action that may be brought  
4 against them or any of them in order to support a defense or counterclaim based on  
5 principles of *res judicata*, collateral estoppel, release, good faith settlement,  
6 judgment bar, or reduction or any other theory of claim preclusion or issue preclusion  
7 or similar defense or counterclaim.

8         12.4 The Settlement Agreement may be amended or modified only by a  
9 written instrument signed by or on behalf of all Settling Parties or their respective  
10 successors-in-interest.

11         12.5 This Settlement Agreement contains the entire understanding between  
12 Highline and Plaintiffs individually and on behalf of the Settlement Class Members  
13 regarding the Litigation settlement and this Agreement, and this Agreement  
14 supersedes all previous negotiations, agreements, commitments, understandings, and  
15 writings between Highline and Plaintiffs, including between counsel for Highline and  
16 Class Counsel, in connection with the Litigation settlement and this Agreement.  
17 Except as otherwise provided herein, each party shall bear its own costs.

18         12.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class,  
19 is expressly authorized by Plaintiffs to take all appropriate actions required or  
20 permitted to be taken by the Settlement Class pursuant to the Settlement Agreement  
21 to effectuate its terms, and also is expressly authorized to enter into any modifications  
22 or amendments to the Settlement Agreement on behalf of the Settlement Class which  
23 they deem appropriate in order to carry out the spirit of this Settlement Agreement  
24 and to ensure fairness to the Settlement Class.

25         12.7 Each counsel or other Person executing the Settlement Agreement on  
26 behalf of any party hereto hereby warrants that such Person has the full authority to  
27 do so.  
28

1           12.8 The Settlement Agreement may be executed in one or more  
2 counterparts. All executed counterparts and each of them shall be deemed to be one  
3 and the same instrument. A complete set of original executed counterparts shall be  
4 filed with the Court.

5           12.9 The Settlement Agreement shall be binding upon, and inure to the  
6 benefit of, the successors and assigns of the parties hereto. No assignment of this  
7 Settlement Agreement will be valid without the other party's prior, written  
8 permission.

9           12.10 The Court shall retain jurisdiction with respect to implementation and  
10 enforcement of the terms of the Settlement Agreement, and all parties hereto submit  
11 to the jurisdiction of the Court for purposes of implementing and enforcing the  
12 settlement embodied in the Settlement Agreement.

13           12.11 All dollar amounts are in United States dollars (USD).

14           12.12 Cashing a settlement check (paper or electronic) is a condition  
15 precedent to any Settlement Class Member's right to receive monetary settlement  
16 benefits. All settlement checks shall be void ninety (90) days after issuance and shall  
17 bear the language: "This check must be cashed within ninety (90) days, after which  
18 time it is void." If a check becomes void, the Settlement Class Member shall have  
19 until six months after the Effective Date to request re-issuance. If no request for re-  
20 issuance is made within this period, the Settlement Class Member will have failed to  
21 meet a condition precedent to recovery of monetary settlement benefits, the  
22 Settlement Class Member's right to receive monetary relief shall be extinguished,  
23 and Highline shall have no obligation to make payments to the Settlement Class  
24 Member under ¶¶2.2.1 and/or 2.2.2 or any other type of monetary relief. The same  
25 provisions shall apply to any re-issued check. For any checks that are issued or re-  
26 issued for any reason more than one hundred eighty (180) days from the Effective  
27 Date, requests for further re-issuance will not be honored after such checks become  
28 void.

1 12.13 All agreements made and orders entered during the course of the  
2 Litigation relating to the confidentiality of information shall survive this Settlement  
3 Agreement.

4 IN WITNESS WHEREOF, the parties hereto have caused the Settlement  
5 Agreement to be executed.  
6

7 **EMERY REDDY, PLLC**

8 /s/ [Signature]  
9 Timothy W. Emery  
10 600 Stewart Street, Suite 1100  
11 Seattle, WA 98101 Telephone:  
12 206-442-9106  
13 *emeryt@emeryreddy.com*

14 /s/ [Signature]  
15 M. Anderson Berry  
16 600 Stewart Street, Suite 1100  
17 Seattle, WA 98101  
18 Telephone: 916-823-6955  
19 *anderson@emeryreddy.com*

20 *Attorneys for Plaintiffs and the*  
21 *Settlement Class*  
22  
23  
24  
25  
26  
27  
28

**Highline School District No. 401**

/s/ [Signature]  
**Steve Grubb**

**Mullen Coughlin LLC**

/s/ [Signature]  
Amanda Harvey  
Kayleigh Watson  
1452 Hughes Rd, Suite 200  
Grapevine, TX 76051  
Telephone: (267) 930-2306  
*aharvey@mullen.law*  
*kwatson@mullen.law*

*Attorneys for Defendant*  
*Highline School District No. 401.*

1 12.13 All agreements made and orders entered during the course of the  
2 Litigation relating to the confidentiality of information shall survive this Settlement  
3 Agreement.

4 IN WITNESS WHEREOF, the parties hereto have caused the Settlement  
5 Agreement to be executed.

6  
7 **EMERY REDDY, PLLC**

8 /s/  
9 600 Stewart Street, Suite 1100  
10 Seattle, WA 98101  
11 Telephone: 206-442-9106  
12 *emeryt@emeryreddy.com*

13 **CLAYEO C. ARNOLD**  
14 **A PROFESSIONAL CORP.**

15 /s/  
16 M. Anderson Berry  
17 865 Howe Avenue  
18 Sacramento, CA 95825  
19 Telephone: 916-239-4778  
20 *aberry@justice4you.com*

21 *Attorneys for Plaintiffs and the*  
22 *Settlement Class*

**Highline School District No. 401**

8 /s/   
9 **Steve Grubb**

**Mullen Coughlin LLC**

13 /s/  
14 Amanda Harvey  
15 Kayleigh Watson  
16 1452 Hughes Rd, Suite 200  
17 Grapevine, TX 76051  
18 Telephone: (267) 930-2306  
19 *aharvey@mullen.law*  
20 *kwatson@mullen.law*

21 *Attorneys for Defendant*  
22 *Highline School District No. 401.*

# Exhibit A



Highline School District Settlement Administrator  
c/o CPT Group  
[Address Line 1]  
[Address Line 2]

**Your Claim Form Must Be Submitted  
On or Before [DATE]**

***Y.G.R., V.G.R., minors by and through their parent and guardian  
ANA G. ROBLES SOLIS v. Highline School District NO. 401***

In the Superior Court of the State of Washington, County of King  
(Case No. 25-2-11395-7 SEA)

**Claim Form**

This claim form should be filled out online or submitted by mail if you are a United States resident whose Private Information was compromised in the Data Security Incident publicly disclosed by Highline School District NO. 401 ("Highline") in or around April 2025 (the "Data Security Incident"). Benefits may include: (i) reimbursement for documented out-of-pocket losses up to \$5,000; and (ii) if there remain any funds in the Settlement Fund after the reimbursement for documented out-of-pocket losses, those funds will be distributed on a *pro rata* basis to all those who timely filled out and submitted this claim form, and if the settlement is approved. Additionally, Highline has implemented and is maintaining certain data security enhancements to safeguard the Private Information in their possession, undertaking the cost and expense of the enhancements, which are valued at approximately \$200,000, and are separate and apart from the Settlement Fund.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, [WEBSITE], or call [TELEPHONE #] for more information.

If you wish to submit a claim for a settlement payment, please provide the information requested below. Please print clearly in blue or black ink. This claim form must be mailed and postmarked by [DATE].

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (\*) INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT [WEBSITE].

**1. CLASS MEMBER INFORMATION.**

<input type="checkbox"/>																				<input type="checkbox"/>	
First Name*																				Middle Initial	
<input type="text"/>																				<input type="text"/>	
Last Name*																				Suffix	
<input type="text"/>																				<input type="text"/>	
Primary Address*																					
<input type="text"/>																					
Apt/Floor/Suite																					
<input type="text"/>																				<input type="text"/>	
City*										State*					Zip Code*						
<input type="text"/>																					
Current Email Address*																					
<input type="text"/>																				<input type="text"/>	
Current Phone Number										Settlement Claim ID*											
<input type="text"/>										<input type="text"/>											

If your current address is outside the United States, please complete this claim form online at [WEBSITE] and select the checkbox on the Class Member Information page that says "Please check if this is a non-U.S. address".

Your Settlement Claim ID is printed on the notice you received in the mail. If you no longer have your notice, contact the Claims Administrator at [telephone number]

2. PAYMENT ELIGIBILITY INFORMATION.

Please review the notice and paragraph 2.2.1 of the Settlement Agreement for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us determine if you are entitled to a settlement payment or other benefits.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

To make a claim for out-of-pocket losses that you incurred as a result of the Data Security Incident, please check the box indicating that you would like to make a claim. Please be sure to fill in the total amount that you are claiming and to attach documentation of the charges as described in bold type. If you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish.

If, after the settlement is approved and after paying all other expenses and benefits, there remains any funds in the Settlement Fund, those funds will be distributed on a *pro rata* basis to all those who timely submitted this claim form and indicated that they would like to receive a *pro rata* cash payment. You may make a claim for either or both documented out-of-pocket losses and the *pro rata* cash payment.

☐ I wish to make a claim for out-of-pocket losses incurred as a result of the Data Security Incident. I understand I must provide a description of the charges to be reimbursed and that I can make a claim for either or both reimbursement for documented out-of-pocket losses and/or the *pro rata* cash payment.

You must provide supporting documentation. **Examples** - unreimbursed losses relating to fraud or identity theft, bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (if charged based on the amount of data used), postage, or gasoline/electricity for travel; fees for credit reports, credit monitoring, or other identity theft insurance, purchased between September 7, 2024, and [ENTER DATE FOR CLAIMS DEADLINE].

Total amount for this category: \$ 

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Expense Types	Approximate Amount of Expense and Date	Description of Expense or Money Paid and Supporting Documents (Identify what you are attaching, and why it is related to the Data Security Incident)
	\$ Date:	
	\$ Date:	
	\$ Date:	

If you are seeking reimbursement for out-of-pocket expenses, please attach a copy of a statement or receipt from the company that charged you, showing the amount of charges incurred.

You may mark out any transactions that are not relevant to your claim before sending the documentation.

☐ I wish to make a claim for the *pro rata* cash payment. I understand that I can make a claim for either or both reimbursement for documented out-of-pocket losses and/or the *pro rata* cash payment.

### **3. SIGN AND DATE YOUR CLAIM FORM.**

I declare under the laws of the United States and the laws of my State of residence that the information supplied in this claim form is true and correct to the best of my knowledge and recollection, and that this form was executed on the date set forth below. I understand that I may be asked by the Claims Administrator to provide supplemental information before my claim will be considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

### **4. REMINDER CHECKLIST**

1. Keep copies of the completed Claim Form and documentation for your own records.
2. If your address changes or you need to make a correction to the address on this claim form, please visit the settlement administration website at [WEBSITE] and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you in order to complete your request.
3. If you need to supplement your claim submission with additional documentation, please visit the settlement administration website at [WEBSITE] and provide these documents by completing the Secure Contact Form.
4. For more information, please visit the settlement administration website at [WEBSITE] or call the Settlement Administrator at [TELEPHONE#]. Please do not call the Court or the Clerk of the Court.

# Exhibit B

*Y.G.R., V.G.R., minors, by and through their parent and guardian, ANA G. ROBLES SOLIS v. Highline School District NO. 401, Case 25-2-11395-7 SEA*  
SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING

**If you reside in the United States and your Private Information was compromised in the Data Security Incident perpetrated against Highline School District No. 401 on or around September 7, 2024, you may be eligible for benefits from a class action settlement.**

*Para una notificación en Español, visitar [[WEB ADDRESS](#)]*

***A Washington court has determined that there is sufficient evidence to suggest that this Settlement might be fair, adequate, and reasonable and thereby ordered this notice. Any final determination as to these matters will be made at the Final Fairness Hearing.***

***This is not junk mail, an advertisement or a lawyer solicitation.***

- A settlement has been proposed in a class action against Highline School District No. 401 (“Highline”) arising out of a data security incident that occurred on or around September 7, 2024, during which unauthorized third parties gained access to certain files containing the personal information of current and former students and employees of Highline (the “Data Security Incident”). The computer files accessed in the Data Security Incident contained the following information, which varied by individual: names, addresses, dates of birth, Social Security numbers, driver’s license numbers, financial account information, passport numbers, employment information, digital signature, medical information, health insurance information, student identification numbers, student records/demographic information and grade information (“Private Information”).
- On April 11, 2025, Plaintiffs filed a class action on behalf of themselves and those similarly situated, asserting claims against Highline for negligence, violation of the Washington Data Breach Disclosure Law (RCW 19.255.044, *et seq.*), unjust enrichment, breach of implied contract, and invasion of privacy.
- If you reside in the United States and your Private Information was compromised in the Data Security Incident perpetrated against Highline on or around September 7, 2024, you are part of the Settlement Class and may be eligible for benefits. You may have received a notice concerning the Data Security Incident from Highline or its authorized representative.
- The settlement provides up to \$5,000 in reimbursement for documented out-of-pocket losses. If, after all other payments and expenses are paid for out of the Settlement Fund, there remain any funds in the Settlement Fund, any Settlement Class Members who have submitted a claim for any of the other settlement benefits will be paid a share of the residual funds.
- Additionally, Highline has and will continue to undertake certain reasonable steps to enhance the security deployed to secure access to its data network. Highline estimates the cost or value of these enhancements will exceed \$200,000.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM</b> <b>Deadline: [<a href="#">Insert</a>]</b>	This is the only way to receive a payment.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b> <b>Deadline: [<a href="#">Insert</a>]</b>	Get no benefits. This is the only option that may allow you to individually sue Highline over the claims being resolved by this settlement.
<b>OBJECT TO THE</b>	Write to the Court with reasons why you do not agree with the settlement.

<b>SETTLEMENT Deadline: [Insert]</b>	
<b>GO TO THE FINAL APPROVAL HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
<b>DO NOTHING</b>	You will not get any compensation from the settlement and you will give up certain legal rights.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice. For complete details, view the Settlement Agreement at [WEBSITE] or call [TELEPHONE #].
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will be made and settlement benefits distributed only after the Court grants final approval of the settlement and after any appeals are resolved in favor of the settlement.

## WHAT THIS NOTICE CONTAINS

### **BASIC INFORMATION ..... Page 3**

1. Why was this Notice issued?
2. What is this lawsuit about?
3. What is a class action?
4. Why is there a settlement?

### **WHO IS IN THE SETTLEMENT?..... Page 4**

5. How do I know if I am included in the settlement?
6. What if I am not sure whether I am included in the settlement?

### **THE SETTLEMENT BENEFITS ..... Pages 4-5**

7. What does the settlement provide?
8. What payments are available?

### **HOW TO GET BENEFITS..... Page 5**

9. How do I get benefits?
10. How will claims be decided?

### **REMAINING IN THE SETTLEMENT ..... Page 5**

11. Do I need to do anything to remain in the settlement?
12. What am I giving up as part of the settlement?

### **EXCLUDING YOURSELF FROM THE SETTLEMENT ..... Page 6**

13. If I exclude myself, can I get a payment from this settlement?
14. If I do not exclude myself, can I sue Highline for the same thing later?
15. How do I get out of the settlement?

### **THE LAWYERS REPRESENTING YOU ..... Page 6**

16. Do I have a lawyer in this case?
17. How will Settlement Class Counsel be paid?

### **OBJECTING TO THE SETTLEMENT..... Page 7**

18. How do I tell the Court if I do not like the settlement?
19. What is the difference between objecting and asking to be excluded?

**THE COURT’S FINAL APPROVAL HEARING..... Pages 7-8**

20. When and where will the Court decide whether to approve the settlement?

21. Do I have to attend the Final Approval Hearing?

22. May I speak at the Final Approval Hearing?

**IF YOU DO NOTHING..... Page 8**

23. What happens if I do nothing?

**GETTING MORE INFORMATION ..... Page 8**

24. How do I get more information?

## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

The Court authorized this notice because you have a right to know about the proposed settlement in this Class Action and about all of your options before the Court decides whether to give “Final Approval” to the settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the settlement.

Judge Michael Scott of the Superior Court of King County, Washington, is overseeing this case. The case is known as *Y.G.R., V.G.R., minors, by and through their parent and guardian, ANA G. ROBLES SOLIS v. Highline School District NO. 401*, Case No. 25-2-11395-7 SEA (the “Lawsuit”). The individuals who sued are called the Plaintiffs. Highline is called the Defendant.

### **2. What is this lawsuit about?**

Plaintiffs claim that Highline was responsible for the increased risk of identity theft stemming from the Data Security Incident and asserts claims including negligence. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Security Incident.

Highline denies all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

### **3. What is a class action?**

In a class action, one or more people called “Plaintiff(s)” or “Representative Plaintiff(s)” (in this case, Plaintiffs Y.G.R., V.G.R., minors, by and through their parent and guardian, Ana G. Robles Solis, and Aaron Jenkins) who sues on behalf of all people who have similar claims. Together, all these people are called a Class or Class Members. One Court and one judge resolve the issues for all Class members, except for those who exclude themselves from the Class Members who participate in the settlement (“Settlement Class”).

### **4. Why is there a Settlement?**

The Court did not decide in favor of Plaintiffs or Highline. Instead, Plaintiffs and Highline negotiated a settlement that allows both Plaintiffs and Highline to avoid the risks and costs of lengthy and uncertain litigation, as well as the uncertainty of trial and appeals. It also allows Settlement Class Members to obtain benefits without further delay. The Representative Plaintiffs and their attorneys believe the settlement is best for all Settlement Class Members. The settlement does not mean that Highline did anything wrong.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am included in the Settlement?

You are part of this settlement as a Class member if you are an individual residing in the United States who received a notice pertaining to the Data Security Incident perpetrated against Highline on or around September 7, 2024.

Class Members consist of approximately 94,102 individuals. Class Members specifically exclude all persons who are directors or officers of Highline, the Judge assigned to the Action, and that Judge's immediate family and Court staff.

### 6. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are included in the settlement, or have any other questions related to the settlement, you may:

1. Call (NUMBER)

2. Email (EMAIL); or

3. Write to:

(ADDRESS)

Please do not contact the Court with questions.

## THE SETTLEMENT BENEFITS

### 7. What does the settlement provide?

The settlement provides for a cash payment of up to \$5,000 for documented out-of-pocket losses. To submit a claim for out-of-pocket losses you must provide information and/or documentation with the Claim Form. If, after all other payments and expenses are paid for out of the Settlement Fund, there remain any funds in the Settlement Fund, any Settlement Class Members who have submitted a claim for any of the other settlement benefits will be paid a *pro rata* share of the residual funds.

Additionally, Highline has and will continue to undertake certain reasonable steps to enhance the security deployed to secure access to its data network. Highline estimates the cost or value of these enhancements will exceed \$200,000.

### 8. What payments are available?

Out-of-Pocket Loss Payment: Class Members are eligible to submit a claim for documented out-of-pocket losses, up to \$5,000, including, for example, unreimbursed losses relating to fraud or identity theft, unreimbursed costs of credit monitoring incurred between the time of the Data Incident and the time the claim is submitted, and unreimbursed bank fees, postage, or gasoline for travel. Specifically, Class Members may claim reimbursement for the following:

- postage, copying, scanning, faxing, mileage and other travel-related charges, parking, notary charges, research charges, cell phone charges (only if charged by the minute), long distance phone charges, data charges (only if charged based on the amount of data used), text message charges (only if charged by the message), bank fees, accountant fees, and attorneys' fees, all of which must be fairly traceable to the Data Security Incident and must not have been previously reimbursed by a third party.

Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)



Residual Funds / Pro Rata Reduction. In the event that Compensation for Out-of-Pocket Losses, Claims Administration Costs, Service Awards to Class Representatives, and Attorney's Fees and Litigation Expenses exceed the Settlement Fund, all Class Member payments will be reduced on a pro rata basis such that Highline's maximum amount to be paid does not exceed the non-reversionary Settlement Fund. If Compensation for Out-of-Pocket Losses, Claims Administration Costs, Service Awards to Class Representatives, and the Attorney's Fees and Litigation Expenses Award do not exceed the Settlement Fund, all remaining funds will be distributed to all Settlement Class Members who submitted a Valid Claim.

## HOW TO GET BENEFITS

### 9. How do I get benefits?

To make a claim for payment from the settlement, you must complete a Claim Form. You may download a copy of the Claim Form at [www.\[website\].com](http://www.[website].com), or you may request one by mail by calling (NUMBER). To complete the Claim Form, please read the instructions carefully, fill out the Claim Form, provide reasonable documentation (where applicable), and submit your Claim online or mail it postmarked no later than (CLAIM DEADLINE) to:

(ADDRESS)

### 10. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may request additional information from any Claimant. If the Claimant does not timely respond within thirty (30) days or fails to provide the required information, the Claim will be considered invalid and will not be paid. If the claim is rejected in whole or in part, for any other reason, then the Claims Administrator shall refer the claim to the counsel for the Settling Parties for a joint determination. The Claims Administrator will follow their joint direction regarding the final disposition of the claim.

## REMAINING IN THE SETTLEMENT

### 11. Do I need to do anything to remain in the settlement?

You do not have to do anything to remain in the settlement, but if you want a payment, you must submit a Claim Form postmarked or submitted online by (CLAIM DEADLINE).

### 12. What am I giving up as part of the settlement?

By remaining in the settlement, you are agreeing that all of the Court's orders will apply to you, and that you give Highline a "Release." A Release means you cannot sue or be part of any other lawsuit against Highline about the claims or issues in this lawsuit (relating to the Data Security Incident), and that you will be bound by the settlement. The specific claims you are giving up against Highline and related persons or entities are called "Released Claims." The Released Claims are defined in the Settlement Agreement, which is available on the settlement website at [www.\[website\].com](http://www.[website].com). The Settlement Agreement describes the Released Claims with specific and accurate legal descriptions, so read it carefully.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)

If you do not want a payment from this settlement, but you want to keep the right to sue Highline about issues in this case, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself from – or “opting out” of – the Settlement Class.

**13. If I exclude myself, can I get a payment from this settlement?**

No. If you exclude yourself, you will not be entitled to any benefits of the settlement. You will also not be bound by any judgment in this case.

**14. If I do not exclude myself, can I sue Highline for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Highline for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form.

**15. How do I get out of the settlement?**

To exclude yourself from the settlement, you must send a written request stating that you want to be excluded from the settlement in *Y.G.R., V.G.R., minors, by and through their parent and guardian, ANA G. ROBLES SOLIS v. Highline School District NO. 401*, Case No. 25-2-11395-7 SEA (King County, Washington) (“Exclusion Request”). Your Exclusion Request must include your name, address, and signature, and must clearly state your intent to be excluded from the Settlement Class. You must mail your Exclusion Request postmarked by [EXCLUSION DEADLINE] to:

Y.G.R., V.G.R., minors, by and through their parent and guardian, ANA G. ROBLES SOLIS v.  
Highline School District NO. 401  
c/o CPT Group  
P.O. Box XXXX  
XXXXX, XX XXXXX-XXXX

## **THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this case?**

Yes. The Court appointed Timothy W. Emery and M. Anderson Berry of Emery Reddy, PLLC to represent you and other Settlement Class Members. These lawyers are called Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will Settlement Class Counsel be paid?**

If the settlement is approved and becomes final, Settlement Class Counsel will ask the Court to award combined attorneys’ fees and costs in the amount of \$214,500 and reimbursement for reasonably incurred litigation expenses. Settlement Class Counsel will also request approval of service awards to the Representative Plaintiffs which will not exceed \$15,000 in total, and will be allocated to the Representative Plaintiffs. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid separately by Highline and will not reduce the amount of total payments available to Settlement Class members.

**Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)**

# OBJECTING TO THE SETTLEMENT

## 18. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class Member, you can object to the settlement if you disagree with any part of it. You can give reasons why you think the Court should not approve the settlement. The Court will consider your views before making a final decision.

To object, you must file with the Court and mail or email copies to Class Counsel and Highline's counsel a written notice stating that you object to the settlement. Your objection must include all of the following information: (i) your full name and address; (ii) the case name and docket number – *Y.G.R., V.G.R., minors, by and through their parent and guardian, ANA G. ROBLES SOLIS v. Highline School District NO. 401*, Case No. 25-2-11395-7 SEA (Washington State Superior Court for King County); (iii) information identifying yourself as a Settlement Class Member, including proof that you are a Settlement Class Member (e.g., copy of your settlement notice, copy of original notice of the Data Security Incident, or a statement explaining why you believe you are a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable; (v) the identity of any and all counsel representing you in connection with the objection; (vi) a statement whether you or your counsel will appear at the Final Fairness Hearing; and (vii) your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

Your written notice of an objection, in the appropriate form, must be mailed, with a postmark date no later than **[DATE]**, to all of the following:

Class Counsel	Counsel for Highline
Timothy W. Emery M. Anderson Berry Emery Reddy, PLLC 600 Stewart Street, Suite 1100 Seattle, WA 98101	Amanda Harvey Kayleigh Watson Mullen Coughlin LLC 1452 Hughes Rd, Suite 200 Grapevine, TX 76051

The Court may elect to hear your oral objection, even if you do not follow the above procedure, at the Final Approval Hearing. However, the Parties reserve the right to challenge the objection of any Settlement Class Member who does not follow the above procedure.

## 19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the settlement and why you do not think the Court should approve it. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

# THE COURT'S FINAL APPROVAL HEARING

## 20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **[DATE]** at **[TIME]** in the **[TBD]**. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will take into consideration any properly filed written objections and may also listen to people who have asked to speak at the hearing

Questions? Call **(NUMBER)** or visit [www.\[website\].com](http://www.[website].com)

(see Question 18). The Court will also decide whether to approve fees and costs to Settlement Class Counsel, and the service awards to Representative Plaintiffs.

### **21. Do I have to attend the Final Approval Hearing?**

No. Settlement Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your own expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and served it according to the instructions provided in Question 18, the Court will consider it.

### **22. May I speak at the Final Approval Hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file and serve an objection according to the instructions in Question 18, including all the information required.

## **IF YOU DO NOTHING**

### **23. What happens if I do nothing?**

If you do nothing, you will get no monetary benefits from this settlement. Once the Court grants the settlement Final Approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Highline about the legal issues in this case, ever again.

You must exclude yourself from the settlement if you want to retain the right to sue Highline for the claims resolved by this settlement.

## **GETTING MORE INFORMATION**

### **24. How do I get more information?**

This notice is a summary of the proposed settlement. You can find complete details about the settlement in the Settlement Agreement, attached as **Exhibit B** to the “*Declaration of M. Anderson Berry in Support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement*” filed on [REDACTED], is available at [www.\[website\].com](http://www.[website].com). You may also:

1. Write to:

**Ana G. Robles Solis v. Highline School District Settlement**  
c/o CPT Group  
P.O. Box XXXX  
XXXXX, XX XXXXX-XXXX

2. Visit the settlement website at [www.\[website\].com](http://www.[website].com)

3. Call the toll-free number (NUMBER)

The address to [INSERT], the courthouse to which this case is assigned, is [INSERT].

**PLEASE DO NOT CALL THE COURT OR THE JUDGE WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

**Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)**

# Exhibit C

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

*Y.G.R., V.G.R., minors, by and through their  
parent and guardian, ANA G. ROBLES  
SOLIS, individually and on behalf of all others  
similar situated,*

Plaintiffs,

v.

HIGHLINE SCHOOL DISTRICT NO. 401,

Defendant.

No. 25-2-11395-7 SEA

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

1 This matter is before the Court on Plaintiffs' Unopposed Motion for  
2 Preliminary Approval of Class Action Settlement (the "Motion"). Plaintiffs,  
3 individually and on behalf of the proposed Settlement Class, and Defendant Highland  
4 School District No. 401 ("Defendant") have entered into a Settlement Agreement  
5 dated [REDACTED], 2025 that, if approved, would settle the above-captioned litigation.  
6 Having considered the Motion, the Settlement Agreement together with all exhibits  
7 and attachments thereto, the record in this matter, and the briefs and arguments of  
8 counsel, IT IS HEREBY ORDERED as follows:

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

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

14 **PRELIMINARY APPROVAL**

15 3. The Court has reviewed the terms of the proposed Settlement  
16 Agreement, the exhibits and attachments thereto, Plaintiffs' Motion, briefs and  
17 papers, and the declarations of Class Counsel and the Claims Administrator. Based  
18 on its review of these papers, the Court finds that the Settlement Agreement appears  
19 to be the result of serious, informed, non-collusive negotiations. The terms of the  
20 Settlement Agreement fall within the range of possible approval as fair, reasonable,  
21 and adequate.

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

24 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

25 5. Pursuant to Washington CR 23, the Court preliminarily certifies, for  
26 settlement purposes only, the Settlement Class defined in the Settlement Agreement  
27 as follows:  
28

1 All individuals residing in the United States who received a notice  
2 pertaining to Highline's Data Security Incident. Class Members  
3 specifically excludes all persons who are directors or officers of  
4 Defendant, the Judge assigned to the Action, and that Judge's immediate  
5 family and Court staff.

6 The Settlement Class consists of approximately 94,102 individuals. These individuals  
7 constitute the "Settlement Class" solely for purposes of certifying a settlement class  
8 in this Litigation.

9 6. The Court preliminarily finds that the Settlement Class satisfies the  
10 requirements of Washington CR 23, for settlement purposes, as (1) the Settlement  
11 Class is so numerous that joinder of all members is impracticable; (2) there are  
12 questions of law or fact common to the Settlement Class; (3) the Representative  
13 Plaintiffs' claims are typical of those of Settlement Class Members; and (4) the  
14 Representative Plaintiffs will fairly and adequately protect the interests of the  
15 Settlement Class.

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

21 8. The Court hereby appoints Y.G.R., V.G.R., minors, by and through their  
22 parent and guardian, Ana G. Robles Solis, and Aaron Jenkins as the Representative  
23 Plaintiffs.

24 9. The Court hereby appoints Timothy W. Emery and M. Anderson Berry  
25 of Emery Reddy, PLLC as Settlement Class Counsel (collectively, "Class Counsel"  
26 or "Settlement Class Counsel").

27 **NOTICE AND ADMINISTRATION**  
28



1           10. Pursuant to the Settlement Agreement, the Settling Parties have  
2 designated the CPT Group as the Claims Administrator. The Claims Administrator  
3 shall perform all the duties of the Claims Administrator set forth in the Settlement  
4 Agreement.

5           11. The Court finds that the Short and Long Notice and Notice Program set  
6 forth in the Settlement Agreement satisfy the requirements of due process and  
7 Washington CR 23 and provide the best notice practicable under the circumstances.  
8 The Short and Long Notice and Notice Program are reasonably calculated to apprise  
9 Settlement Class Members of the nature of this Litigation, the scope of the Settlement  
10 Class, the terms of the Settlement Agreement, the right of Settlement Class Members  
11 to object to the Settlement Agreement or exclude themselves from the Settlement  
12 Class and the process for doing so, and of the Final Fairness Hearing. The Court  
13 therefore approves the Short and Long Notice and Notice Program and directs the  
14 Settling Parties and the Claims Administrator to proceed with providing notice to  
15 Settlement Class Members pursuant to the terms of the Settlement Agreement and  
16 this Order.

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

19                           **EXCLUSIONS AND OBJECTIONS**

20           13. Settlement Class Members who wish to opt-out and exclude themselves  
21 from the Settlement Class may do so by notifying the Claims Administrator in  
22 writing, postmarked no later than **Date\_\_\_\_**, 2025 (60 days after the Notice  
23 Commencement Date). To be valid, each request for exclusion must be individually  
24 signed and timely submitted to the designated Post Office box established by the  
25 Claims Administrator. The written notice must clearly manifest a Settlement Class  
26 Member's intent to opt-out of the Settlement Class. All Requests for Exclusion must  
27 be submitted individually in connection with a Settlement Class Member, *i.e.*, one  
28 request is required for every Settlement Class Member seeking exclusion.

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

4           15. Settlement Class Members who wish to object to the Settlement may do  
5 so by filing a written objection to the Court in accordance with the procedures  
6 outlined in the Long Notice, filed or postmarked no later than Date \_\_\_\_\_,  
7 2025 (60 days after the Notice Commencement Date). Any Settlement Class Member  
8 wishing to object to the Settlement Agreement shall submit a timely written notice  
9 of his or her objection by the Objection Date. Such notice shall state: (i) the objector's  
10 full name and address; (ii) the case name and docket number – *Y.G.R., V.G.R.,*  
11 *minors, by and through their parent and guardian, ANA G. ROBLES SOLIS v.*  
12 *Highline School District NO. 401*, Case No. 25-2-11395-7 SEA (Washington State  
13 Superior Court for King County); (iii) information identifying the objector as a  
14 Settlement Class Member, including proof that the objector is a Settlement Class  
15 Member (e.g., copy of the objector's settlement notice, copy of original notice of the  
16 Data Security Incident, or a statement explaining why the objector believes he or she  
17 is a Settlement Class Member); (iv) a written statement of all grounds for the  
18 objection, accompanied by any legal support for the objection the objector believes  
19 applicable; (v) the identity of any and all counsel representing the objector in  
20 connection with the objection; (vi) a statement whether the objector and/or his or her  
21 counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature  
22 or the signature of the objector's duly authorized attorney or other duly authorized  
23 representative (if any) representing him or her in connection with the objection. To  
24 be timely, written notice of an objection that substantially complies with 7.1(i)-(vii)  
25 must be mailed, with a postmark date no later than the Objection Date, to the Court  
26 with mailed copies to Class Counsel and Defendant's Counsel: Timothy W. Emery  
27 of Emery Reddy, PLLC, 600 Stewart Street, Suite 1100, Seattle, WA 98101; and  
28 counsel for Defendant, Amanda Harvey, Mullen Coughlin LLC, 1452 Hughes Rd.

Suite 200, Grapevine, TX 76051. For all objections mailed to Class Counsel and counsel for Defendant, Settlement Class Counsel will file them with the Court with the Motion for Final Approval of Settlement.

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

#### **FINAL APPROVAL HEARING**

17. The Court will hold a Final Fairness Hearing on Date, 2025 at [TIME] in TBD.

18. At the Final Fairness Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified for settlement purposes; (c) a final judgment should be entered; (d) Class Counsel's motion for attorneys' fees and costs should be granted; and (e) the service award sought for Representative Plaintiffs should be granted.

19. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Settlement Class Members.

#### **DEADLINES, INJUNCTION & TERMINATION**

Event	Date
Defendant to provide Settlement Class Member data to Claims Administrator	14 days after entry of this Order
Notice Program per Settlement Agreement commences	30 days after entry of this Order
Class Counsel's Motion for Attorneys' Fees and Costs and Service Award	<u>14</u> days prior to the Objection Deadline
Opt-Out and Objection Deadlines	60 days after the Notice Commencement Date

Motion for Final Approval	28 days prior to the Final Approval Hearing
Replies in Support of Motion for Final Approval and Motion for Attorneys' Fees and Costs and Service Award	14 days prior to the Final Approval Hearing
Final Approval Hearing	At the Court's convenience at least 125 days after entry of this Order

20. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

21. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

22. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Litigation or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Settling Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the settlement) shall (i) be admissible into evidence for any purpose in this Litigation or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or concession by any Settling Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant, or (iii) be deemed an admission or concession by any Settling Party regarding the truth or falsity of any facts alleged

1 in the Litigation or the availability or lack of availability of any defense to the  
2 Released Claims.

3 **IT IS SO ORDERED.**

4 Dated: \_\_\_\_\_  
5 HON. MICHAEL SCOTT

# Exhibit D

**If you reside in the United States and your Private Information was compromised in the Data Security Incident publicly disclosed by Highline School District No. 401 in or around April 2025, you may be eligible for benefits from a class action settlement.**

**A Washington court has determined that there is sufficient evidence to suggest that this Settlement might be fair, adequate, and reasonable and thereby ordered this notice. Any final determination as to these matters will be made at the Final Fairness Hearing.**

*This is not a solicitation from a lawyer.*

*Si desea recibir esta notificación en español, llámenos al 1-800-XXX-XXXX.*

**WHAT CAN I GET?** The settlement provides two types of payments to people who submit a valid claim form:

- (1) up to \$5,000 in reimbursement for documented out-of-pocket losses, including unreimbursed losses relating to fraud or identity theft, and;
- (2) a residual cash payment, if funds remain in the Settlement Fund after payment of all valid claims and settlement expenses.

Highline School District No. 401 (“Highline”) has and will continue to undertake steps to enhance the security deployed secure access to its data network. Highline estimates the cost or value of these enhancements will exceed \$200,000.

A settlement has been proposed in a class action against Highline in an action arising out of a cyberattack that occurred on or around September 7, 2024, during which a hacker gained access to personally identifiable information and protected health information (“Private Information”) stored by Highline (the “Data Security Incident”). Highline announced the Data Security Incident in April of 2025. The lawsuit was filed asserting claims against Highline relating to the Data Security Incident. Highline denies the claims.

**WHO IS INCLUDED?** You received this notice because Highline’s records show you are a member of the Class. The Settlement Class consists of all individuals residing in the United States whose Private Information was compromised in the Data Security Incident who received notice to pertaining to the Data Security Incident.

**CLAIM FORM.** You must file a Claim Form to receive payment or other benefit as part of the Settlement. You can file a claim online or download a Claim Form at [www.\[website\].com](http://www.[website].com) and mail it, or you may call 1-800-XXX-XXXX and ask that a Claim Form be mailed to you. The claim deadline is [DATE].

**OTHER OPTIONS.** If you do not want to be legally bound by the settlement, you must exclude yourself by [DATE]. If you want to remain part of the settlement, you may nevertheless object to it by [DATE]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website [www.\[website\].com](http://www.[website].com) or call the toll-free number [TELEPHONE #] for a copy of the more detailed notice. On [DATE] at [TIME], the Court will hold a Final Fairness Hearing to determine whether to approve the settlement, Class Counsel’s request for attorneys’ fees and costs of up to \$214,500, and service awards to the Representative Plaintiffs which will not exceed \$15,000 in total and will be allocated to the Representative Plaintiffs. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but it is not required. This notice is a summary. For more information, call or visit the website below.

**Questions? Call 1-800-XXX-XXXX or visit [www.\[website\].com](http://www.[website].com)**

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$650K Highline School District Settlement Ends Class Action Lawsuit Over Sept. 2024 Data Breach](#)

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