

1 THE HONORABLE TENAYA SCHEINMAN
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3 KING COUNTY Without Oral Argument
4 SUPERIOR COURT CLERK
5 E-FILED
6 CASE #: 25-2-04060-7 SEA

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

9
10 BENJAMIN FITCH, JORDAN
11 ARONSON, and, KATHRYN ROYSE
12 individually and on behalf of all others
13 similarly situated,

14 Plaintiffs,

15 v.

16 SEATTLE PUBLIC SCHOOLS, a Washington
17 school district; FEDERAL WAY PUBLIC
18 SCHOOLS, a Washington school district; and
19 DOES 1-20, as yet unknown Washington
20 entities,

21 Defendants.

Case No. 25-2-04060-7 SEA

~~PROPOSED~~ PRELIMINARY
APPROVAL ORDER

22 Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class
23 Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement
24 and Release between Plaintiffs Benjamin Fitch, Jordan Aronson, and Kathryn Royse
25 ("Plaintiffs") and Defendants Seattle Public Schools ("SPS") and Federal Way Public Schools
26 ("FWPS") (SPS and FWPS collectively "Defendants" and together with Plaintiffs, the "Settling
27

~~PROPOSED~~ PRELIMINARY APPROVAL
ORDER - 1

EMERY | REDDY, PC
600 STEWART STREET, SUITE 1100
SEATTLE, WA 98101
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Parties”), with accompanying exhibits attached as Exhibit 1 to Plaintiffs’ Unopposed Motion for Preliminary Approval (the “Settlement Agreement”)¹.

Having fully considered the issue, the Court hereby GRANTS the Motion and ORDERS as follows:

Certification of the Settlement Class.

1. The Court has conducted a preliminary evaluation of the terms set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Class meets all applicable requirements of Civil Rule (“CR”) 23 for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to the Settlement Class Members that predominate, that the proposed Settlement Class Representatives and Class Counsel will fairly and adequately protect the interest of the Settlement Class, and that a class action is an appropriate method for the fair and efficient resolution of the Action.

2. Pursuant to CR 23 and for settlement purposes only, the Court certifies the following Settlement Class, consisting of:

All individuals whose personal information was provided by Defendants to Carruth Compliance Consulting, Inc. (“Carruth”) and was compromised in the data breach disclosed by Carruth in January 2025.

Excluded from the Settlement Class are: (i) all persons who are directors or officers of Seattle Public Schools or Federal Way Public Schools, (ii) government entities, (iii) the Judge assigned to the Action, and that Judge’s immediate family and Court staff, (iv) all individuals who timely opt-out of the Settlement, and (v) any person found by a court of competent

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

1 jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal
2 activity occurrence of the Data Security Incident, or who pleads nolo contendere to any such
3 charge.

4 **Settlement Class Representatives and Settlement Class Counsel.**

5 3. For settlement purposes only, the Court hereby approves the appointment of
6 Plaintiffs Benjamin Fitch, Jordan Aronson, and Kathryn Royse as Settlement Class
7 Representatives.
8

9 4. For settlement purposes only, the Court hereby approves the appointment of the
10 following attorneys as Class Counsel and finds that they are competent and capable of exercising
11 the responsibilities of Class Counsel: M. Anderson Berry, Gregory Haroutunian, and Brook E.
12 Garberding of Emery Reddy, PC.
13

14 **Preliminary Settlement Approval.**

15 5. Upon preliminary review of the Settlement Agreement, the Court finds that: (i)
16 there is good cause to believe that the Settlement Agreement is fair, reasonable, and adequate;
17 (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys
18 familiar with the legal and factual issues of this case; and (iii) approves the forms of the proposed
19 Notice Program and Claims Administration Process, and warrants Notice of its material terms
20 to the Settlement Class for their consideration and reaction. Therefore, the Court grants
21 preliminary approval of the Settlement.
22

23 **Final Fairness Hearing.**

24 6. A Final Fairness Hearing shall be held on **December 18, 2026 at 8:30 am**, at
25 the ~~<<COURT LOCATION>>~~ King County Courthouse in Seattle, Washington, where the Court
26 will, among other things, determine: (i) whether the proposed settlement of the Litigation on the
27

1 terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate
2 and should be given final approval by the Court; (ii) whether judgment should be entered for the
3 claims of the Representative Plaintiffs, including the claims of Class Members who have not
4 requested exclusion from the Settlement Class; (iii) whether to approve the payment of attorneys'
5 fees and expenses to Class Counsel; and (iv) whether to approve the payment of Service Awards
6 to the Class Representatives. The Court may adjourn or reschedule the Final Fairness Hearing
7 without further notice to the Settlement Class Members.
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9 **Claims Administration and Notice Program.**

10 7. The Court appoints Angeion Group, LLC ("Angeion") as the Claims
11 Administrator, with responsibility for class notice and settlement administration. The Claims
12 Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims
13 Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.
14

15 8. The Court approves, as to form, content, and distribution, the Notice plan and all
16 forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Claim Form
17 and the Notices attached to the Settlement Agreement as Exhibits A, B, and D and finds that such
18 Notice complies fully with the requirements of CR 23. The Court also finds that the Notice
19 constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the
20 requirements of Due Process. The Court further finds that Notice is reasonably calculated, under
21 all circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms
22 of the Settlement Agreement, and the right to object to the Settlement Agreement and to exclude
23 themselves from the Settlement Class. The Parties, by agreement, may revise the Notice in ways
24 that are not material, or in ways that are appropriate to update those documents for purposes of
25 accuracy or formatting the publication.
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1 9. The Claims Administrator is directed to carry out the Notice program in
2 conformance with the Settlement Agreement.

3 **Exclusion from Class.**

4 10. Any Settlement Class Member who wishes to be excluded from the Settlement
5 Class must submit a valid and timely Request for Exclusion. Valid Settlement Class Member
6 Requests for Exclusion must (i) state a full name, current address, and telephone number; (ii)
7 contain the Settlement Class Member's signature; (iii) contain a clear statement communicating
8 that the Settlement Class Member elects to be excluded from the Settlement Class, does not wish
9 to be a Settlement Class Member, and elects to be excluded from any judgement entered pursuant
10 to the Settlement; and (iv) be postmarked no later than 60 days from the date the Class Notice is
11 issued (in the event the mailing is not postmarked, it will be deemed timely if received within
12 seven days of the Opt-Out Date). All persons falling within the definition of the Settlement Class
13 who do not request to be excluded from the Settlement Class in the manner described in this
14 Paragraph shall be bound by the terms of the Settlement Agreement. Class Counsel will file a list
15 of Settlement Class Members requesting exclusion with the Court. All Persons who submit valid
16 and timely requests to be excluded from the Settlement Class shall not receive any benefits of
17 and/or be bound by the terms of the Settlement Agreement.

18 11. If Defendants terminate the Settlement Agreement according to its terms, the
19 Settling Parties shall return to their respective positions immediately prior to entering into the
20 Settlement Agreement and the Settling Parties' settlement negotiations shall not be admissible in
21 any legal proceeding or construed as an admission of liability by Defendants or a concession by
22 Plaintiffs in any manner.

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Right to Object.

12. Any Settlement Class Member who objects to the settlement may appear in person, at their own expense, at the Final Fairness Hearing to present any relevant evidence or argument. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 60 days from the date the Class Notice is issued, or any other date set by the Court, the Settlement Class Member mails to Class Counsel and Defendant's counsel written objections that include: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and docket number Benjamin Fitch, et al. v. Seattle Public Schools, et al., Case No. 25-2-04060-7 (Washington State Superior Court for King County); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member (e.g., copy of the objector's Settlement Notice, copy of original notice of the Data Security Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection (if any); (viii) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; and (ix) the objector's signature or the signature

1 of the objector's duly authorized attorney or other duly authorized representative (if any)
2 representing him or her in connection with the objection.

3 13. To be timely, an objection must be mailed to the Settlement Administrator and to
4 Proposed Settlement Class Counsel: M. Anderson Berry, Brook E. Garberding, and Gregory
5 Haroutunian of Emery Reddy, PC, 600 Stewart Street, Suite 1100, Seattle, WA 98101; counsel
6 for Seattle Public Schools: Steven Rich of Shook, Hardy, & Bacon, L.L.P., 701 Fifth Avenue,
7 Suite 6800, Seattle, WA 98104; and counsel for Federal Way Public Schools: Logan F. Peppin
8 of Baker & Hostetler LLP, 999 3rd Avenue, Suite 3900, Seattle, WA 98104 and postmarked no
9 later than the Objection Date.
10

11 14. Should the objector wish to appear at the Final Fairness Hearing, they must so
12 state, and must identify any documents or witnesses the Settlement Class Member intends to call
13 on their behalf. Any Settlement Class Member who fails to object in this manner will be deemed
14 to have waived and forfeited any and all rights they may have to appear separately and/or object
15 to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms
16 of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The
17 exclusive means for any challenge to the Settlement Agreement shall be through the provisions
18 set forth in this Paragraph. Without limiting the foregoing, any challenge to the Settlement
19 Agreement, the Final Judgment Order approving the Settlement Agreement, or the judgment to
20 be entered upon final approval shall be pursuant to appeal under the Washington Rules of
21 Appellate Practice and not through a collateral attack.
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24 **Stay of Action.**

25 13. All proceedings in the Action, other than those related to approval of the
26 Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class
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Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

Schedule and Deadlines.

14. The Court orders the following schedule of dates for the specified actions/further proceedings:

SETTLEMENT TIMELINE

Grant of Preliminary Approval	
Defendants provide list of Settlement Class Members to the Claims Administrator	+7 days from Preliminary Approval
Notice Commencement Date	+30 days from date of Preliminary Approval
Notice Completion Date	+45 days from date of Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Plaintiff Service Awards	+76 days from Preliminary Approval
Opt-Out & Objection Deadlines	+90 days from Preliminary Approval
Claims Administrator Provide List of Objections /Exclusions to Counsel	+95 days from Preliminary Approval
Class Counsel's Motion for Final Approval inclusive of Application for Attorneys' Fees, Litigation Costs and Service Awards	-14 days before Final Fairness Hearing
Final Fairness Hearing	At the Court's convenience at least 125 days after Preliminary Approval

The Final Approval Hearing will take place on December 18, 2026 at 8:30 am.

IT IS SO ORDERED.

Dated: August 4, 2026

e-signature last page
The Honorable TENAYA SCHEINMAN

Presented by: /s/ M. Anderson Berry
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Proposed Class Counsel

**King County Superior Court
Judicial Electronic Signature Page**

Case Number: 25-2-04060-7 SEA
Case Title: FITCH ET ANO VS SEATTLE PUBLIC SCHOOLS ET ANO
Document Title: Order
Date Signed: 08/04/2026



Judge: Tenaya Scheinman

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