

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

BENJAMIN FITCH, JORDAN
ARONSON, and, KATHRYN ROYSE
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

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

Defendants.

No. 25-2-04060-7 SEA

**SETTLEMENT AGREEMENT AND
RELEASE**

This Settlement Agreement, dated April 9, 2026¹, is made and entered into by and among Plaintiffs Benjamin Fitch, Jordan Aronson, and Kathryn Royse (together, “Plaintiffs” or “Representative Plaintiffs”), individually and on behalf of the Settlement Class, and Seattle Public Schools (“SPS”) and Federal Way Public Schools (“FWPS”) (SPS and FWPS collectively as “Defendants,” and together with Plaintiffs, individually and on behalf of the Settlement Class Members, the “Settling

¹ The Parties reached substantive agreement to the terms of the Settlement on April 9, 2026, with formal execution of applicable signatures forthcoming.

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

RECITALS

WHEREAS, on February 10, 2025, Plaintiffs Fitch and Aronson filed the first Class Action Complaint in the Superior Court of the State of Washington, County of King, against Defendant SPS and Caruth Compliance Consulting (“Carruth” or “CCC”), Case No. 25-2-04060-7 SEA;

WHEREAS, on March 20, 2025, Plaintiffs Fitch, Aronson, and Royse filed the First Amended Class Action Complaint against SPS, FWPS, and CCC;

WHEREAS, on March 31, 2025, CCC declared bankruptcy under Chapter 11 of the United States Bankruptcy Code;

WHEREAS, on June 26, 2025, pursuant to Defendant CCC’s bankruptcy petition, this matter was removed to the United States Bankruptcy Court for the Western District of Washington (“Bankruptcy Court”);

WHEREAS, on July 28, 2025, Plaintiffs noticed dismissal of all claims against CCC and subsequently, on July 30, 2025, Plaintiffs filed their Second Amended Class Action Complaint (the “Complaint”) against SPS and FWPS in the Bankruptcy Court, Case No. 2:25-ap-01079-CMA;

WHEREAS, on December 9, 2025, pursuant to a determination of lack of subject matter jurisdiction, the Bankruptcy Court issued an order remanding this matter back to King County Superior Court;

WHEREAS, on January 27, 2026, Plaintiffs filed a Notice of Remand with this Court;

WHEREAS, the Complaint asserts claims against Defendants for: (i) Negligence, (ii) Unjust Enrichment, and (iii) Breach of Implied Contract arising from the Data Security Incident (as such term is defined below);

1 WHEREAS, Defendants have denied, and continue to deny: (i) each and every
2 allegation and all charges of wrongdoing or liability of any kind whatsoever asserted
3 or which could have been asserted in this Litigation; (ii) that the Plaintiffs in the
4 Litigation and the class they purport to represent have suffered any damage or harm;
5 and (iii) that the Litigation satisfies the requirements to be tried as a class action under
6 Washington law;

7 WHEREAS, without acknowledging or admitting any fault or liability on the
8 part of the Defendants, the Settling Parties have agreed to enter into this Agreement
9 as a reasonable and appropriate compromise of Plaintiffs' and Class Members'
10 claims to put to rest all controversy and to avoid the uncertainty, risk, and/or expense
11 of burdensome, protracted, and costly litigation that would be involved in pursuing
12 and defending this Action. This Agreement is for settlement purposes only, and
13 nothing in this Agreement shall constitute, be construed as, or be admissible in
14 evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs
15 in this Action or in any other pending or subsequently filed action, or of any
16 wrongdoing, fault, violation of law, or liability of any kind on the part of Defendants
17 or admission by any of the parties of the validity or lack thereof of any claim,
18 allegation, or defense asserted in this Litigation or in any other action;

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

23 WHEREAS, Class Counsel conducted a thorough examination and evaluation
24 of the relevant law and facts to assess the merits of the claims to be resolved in this
25 settlement and how best to serve the interests of the putative class in the Litigation.
26 Based on this investigation and the negotiations described above, Class Counsel have
27 concluded, taking into account the sharply contested issues involved, the risks,
28 uncertainty and cost of further pursuit of this Litigation, and the benefits to be

1 provided to the Settlement Class pursuant to this Agreement, that a settlement with
2 Defendants on the terms set forth in this Agreement is fair, reasonable, adequate and
3 in the best interests of the putative class;

4 WHEREAS, this Settlement Agreement is intended to fully, finally and forever
5 resolve all claims and causes of action asserted, or that could have been asserted in
6 the Litigation, against Defendants related to the Data Security Incident and the
7 Released Parties, by and on behalf of the Plaintiffs and Settlement Class Members,
8 and any other such actions by and on behalf of any other putative classes of
9 individuals against Defendants originating, or that may originate, in jurisdictions in
10 the United States, reasonably related to the Data Security Incident.

11 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
12 and between the Settling Parties, that, subject to the approval of the Court as provided
13 for in this Agreement, the Litigation and Released Claims shall be fully and finally
14 settled, compromised, and released, when Judgment becomes Final (defined herein),
15 the Litigation and the Released Claims shall be finally and fully compromised,
16 settled, and released, and the Litigation shall be dismissed with prejudice as to the
17 Settling Parties, the Settlement Class, and the Settlement Class Members, except
18 those Class Members who lawfully opt out of the Settlement Agreement, upon and
19 subject to the terms and conditions of this Settlement Agreement:

20 **I. DEFINITIONS**

21 As used in this Settlement Agreement, the following terms have the meanings
22 specified below:

23 1.1 “Action” or “Litigation” means *Benjamin Fitch, et al. v. Seattle Public*
24 *Schools, et al.*, Case No. 25-2-04060-7, pending before the Court as of the date of
25 this Agreement.

26 1.2 “Agreement” or “Settlement” or “Settlement Agreement” means this
27 agreement.
28

1 1.3 “Claims Administration” means the issuing of notice of this Settlement
2 to Class Members and the processing and payment of claims received from
3 Settlement Class Members by the Claims Administrator.

4 1.4 “Claims Administrator” or “Settlement Claims Administrator” means
5 Angeion Group, LLC, which is experienced in administering class action claims
6 generally and specifically those of the type provided for and made in data breach
7 litigation.

8 1.5 “Claims Deadline” means the postmark and/or online submission
9 deadline for valid claims submitted pursuant to ¶ 2 below. The Claims Deadline is
10 ninety (90) days after the Notice Commencement date.

11 1.6 “Claim Form” means the claim form to be used by Settlement Class
12 Members to submit a Settlement Claim, either through the mail or online through the
13 Settlement Website, substantially in the form as shown in **Exhibit A**.

14 1.7 “Claimant” means a Settlement Class Member who submits a Claim
15 Form for a Settlement Payment.

16 1.8 “Class Members” means all individuals whose personal information
17 was provided by Defendants to Carruth Compliance Consulting, Inc. and was
18 compromised in the data breach disclosed by Carruth in January 2025. Class
19 Members specifically exclude: (i) all persons who are directors or officers of Seattle
20 Public Schools or Federal Way Public Schools, (ii) government entities, (iii) the
21 Judge assigned to the Action, and that Judge’s immediate family and Court staff, (iv)
22 all individuals who timely opt-out of the Settlement, and (v) any person found by a
23 court of competent jurisdiction to be guilty under criminal law of initiating, causing,
24 aiding or abetting the criminal activity occurrence of the Data Security Incident, or
25 who pleads *nolo contendere* to any such charge. Class Members consist of
26 approximately 38,374 individuals. These individuals constitute the “Settlement
27 Class” solely for purposes of certifying a settlement class in this Litigation.
28

1.9 “Costs of Claims Administration” means all reasonable, actual costs associated with or arising from Claims Administration, including, without limitation, providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Payments to Participating Settlement Class Members. The Claims Administrator shall, from the Settlement Fund, pay all Costs of Claims Administration subject to approval by Class Counsel.

1.10 “Court” means the Superior Court of the State of Washington, County of King.

1.11 “Data Security Incident” means the cyber incident perpetrated against Defendants’ third party vendor Carruth between December 19, 2024 and December 26, 2024, which resulted in the unauthorized access/exfiltration of the private information which Defendants provided Carruth, which gave rise to the Litigation.

1.12 “Defendant Federal Way Public Schools’ Counsel” means Logan F. Peppin of Baker & Hostetler LLP.

1.13 “Defendant Seattle Public Schools’ Counsel” means Steven Rich of Shook, Hardy & Bacon, LLP.

1.14 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.15 “Final” or “Effective Date” mean the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) if any objections are received, the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order

1 modifying or reversing any attorneys' fees award or service award made in this case
2 shall not affect whether the Judgment is "Final" as defined herein or any other aspect
3 of the Judgment.

4 1.16 "Final Approval" means an order and judgment that the Court enters and
5 which finally approves the Settlement without material change to the Settling Parties'
6 agreed-upon proposed Final Approval Order and Judgment. Class Counsel shall
7 move the Court for Final Approval at least fourteen (14) days prior to the Final
8 Fairness Hearing.

9 1.17 "Final Fairness Hearing" means the hearing held before the Court during
10 which the Court will consider granting Final Approval of the Settlement and the
11 Application for Attorneys' Fees, Costs, and Service Awards. The hearing may be
12 held via video conference or by telephone, and if so, instructions will be posted on
13 the Settlement Website.

14 1.18 "Judgment" means a judgment rendered by the Court, after the Final
15 Fairness Hearing, which finally approves the Settlement Agreement, certifies the
16 Settlement Class, dismisses the Litigation with prejudice, and is consistent with all
17 material provisions of this Settlement Agreement. Class Counsel and Defendants'
18 Counsel will work together on a proposed Judgment, which Defendants must approve
19 before filing.

20 1.19 "Long Notice" means the long form notice of the Settlement to be posted
21 on the Settlement Website, substantially in the form as shown in **Exhibit B**.

22 1.20 "Notice Commencement Date" means thirty (30) days following entry
23 of the Preliminary Approval Order and is the date by which the Claims Administrator
24 shall establish the Settlement Website, toll-free telephone line, and commence the
25 initial mailing of the Short Notice.

26 1.21 "Notice Program" means steps taken by the Claims Administrator to
27 notify Class Members of the Settlement as set forth below which may consist of Short
28

1 Form Notice and Long Form Notice, along with the Settlement Website and the toll-
2 free telephone line.

3 1.22 “Objection Date” means the date by which Settlement Class Members
4 must file with the Court, with service to Proposed Settlement Class Counsel and
5 counsel for Defendants, their objection to the Settlement Agreement for that
6 objection to be effective. The Objection Date is sixty (60) days after the Notice
7 Commencement Date. The postmark date shall constitute evidence of the date of
8 mailing for these purposes.

9 1.23 “Opt-Out Date” means the date by which Class Members must mail
10 their requests to be excluded from the Settlement Class for that request to be
11 effective. The Opt-Out Date is sixty (60) days after the Notice Commencement Date.
12 The postmark date shall constitute evidence of the date of mailing for these purposes.

13 1.24 “Person” means an individual, corporation, partnership, limited
14 partnership, limited liability company or partnership, association, joint stock
15 company, estate, legal representative, trust, unincorporated association, government
16 or any political subdivision or agency thereof, and any business or legal entity, and
17 their respective spouses, heirs, predecessors, successors, representatives, or
18 assignees.

19 1.25 “Preliminary Approval Order” means the order preliminarily approving
20 the Settlement Agreement and ordering that notice be provided to Class Members
21 substantially in the form attached hereto as **Exhibit C**.

22 1.26 “Proposed Settlement Class Counsel” and “Class Counsel” means M.
23 Anderson Berry, Gregory Haroutunian, and Brook E. Garberding of Emery Reddy,
24 PC.

25 1.27 “Related Entities” means each Defendants’ respective past or present
26 officers, directors, employees, servants, members, partners, principals, shareholders,
27 owners, parents, subsidiaries, divisions, partnerships, and related or affiliated entities,
28 and each of their respective predecessors, successors, directors, officers, employees,

principals, agents, attorneys, executors, heirs, administrators, joint ventures, personal representatives, assigns, transferees, trustees, insurers, excess insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions comprising the Litigation.

1.28 “Released Claims” shall mean any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable-that are based on, arise out of, or in any way relate to the Data Security Incident or any of the facts alleged or claims asserted (or that could have been asserted) in the Litigation (including the Complaint and any amendment thereto), Defendants’ information security policies and practices, or Defendants’ maintenance or storage of personal information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or any of other source of law. Released Claims shall not include the right of any Settlement Class Member, Settlement Class Counsel, or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.29 “Released Parties” means Defendants and Related Entities, and each of their past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, shareholders, successors, assigns, and owners, and all of their attorneys, heirs, executors, administrators, insurers and agents and/or third-party administrators thereof, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns,

1 and including, without limitation, any Person related to any such entity who is, was,
2 or could have been named as a defendant in the Litigation.

3 1.30 “Request for Exclusion” is the written communication by or on behalf
4 of a Settlement Class Member in which he or she requests to be excluded from the
5 Settlement Class in the form and manner provided for in the Notice.

6 1.31 “Service Awards” means the monetary compensation the Court may
7 approve for Plaintiffs for serving as Settlement Class Representatives, which is in
8 addition to any Settlement Class Member benefit due to Plaintiffs as Settlement Class
9 Members.

10 1.32 “Settlement Claim” means a claim for Settlement benefits made under
11 the terms of this Settlement Agreement.

12 1.33 “Settlement Class List” means the combined lists provided by each
13 Defendant containing the names and contact information, to the extent reasonably
14 available, for all persons who fall under the definition of Class Member, which each
15 Defendant shall provide to the Claims Administrator within seven (7) days after entry
16 of the Preliminary Approval Order and engagement of the Claims Administrator.

17 1.34 “Settlement Class Member(s)” means Class Members who do not
18 timely and validly opt-out of the Settlement by excluding themselves from this
19 settlement proceeding using the protocol described herein.

20 1.35 “Settlement Class Representatives” or “Representative Plaintiffs”
21 means Benjamin Fitch, Jordan Aronson, and Kathryn Royse.

22 1.36 “Settlement Fund” shall mean the non-reversionary common fund in the
23 amount of \$300,000.00 established by Defendants pursuant to ¶ 2.1.1 of this
24 Agreement. The Settlement Fund will be used to pay: (a) Valid Claims; (b) Costs of
25 Claims Administration; (3) any Services Awards approved by the Court; and (4) any
26 attorneys’ fees and expense award payment approved by the Court. Under no
27 circumstances will Defendants have any further monetary payment obligations under
28 this Agreement.

1 1.37 “Settling Parties” means, collectively, SPS, FWPS and Plaintiffs,
2 individually and on behalf of the Settlement Class Members.

3 1.38 “Settlement Website” means a website, the URL for which to be
4 mutually selected by the Settling Parties, that will inform Class Members of the terms
5 of this Settlement Agreement, their rights, dates and deadlines and related
6 information, as well as provide the Class Members with the ability to submit a
7 Settlement Claim online. The Settlement Website shall be established no later than
8 the day prior to the Notice Commencement Date and remain online and operable for
9 at least four months after Final Approval.

10 1.39 “Short Notice” means the short form notice of the Settlement,
11 substantially in the form as shown in **Exhibit D**. The Short Notice will direct
12 recipients to the Settlement Website and inform Class Members of, among other
13 things, the Claims Deadline, the Opt-Out Date and Objection Date, and the date of
14 the Final Fairness Hearing.

15 1.40 “United States” as used in this Settlement Agreement includes all 50
16 states, the District of Columbia, and all territories.

17 1.41 “Unknown Claims” means any of the Released Claims related to the
18 Data Security Incident that any Settlement Class Member, including Plaintiffs, does
19 not know or suspect to exist in his/her favor at the time of the release of the Released
20 Parties that, if known by him or her, might have affected his or her settlement with,
21 and release of, the Released Parties, or might have affected his or her decision not to
22 object to and/or to participate in this Settlement Agreement. With respect to any and
23 all Released Claims, the Settling Parties stipulate and agree that upon the Effective
24 Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement
25 Class Members intend to and shall be deemed to have, and by operation of the
26 Judgment shall have, waived the provisions, rights, and benefits conferred by
27 California Civil Code § 1542, and also any and all provisions, rights, and benefits
28 conferred by any law of any state, province, or territory of the United States

(including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT 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.

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including but not limited to any Unknown Claims they may have. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

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

II. SETTLEMENT CLASS BENEFITS

2.1.1 Settlement Fund. Defendants are each responsible for making a payment of \$150,000.00 for a total of \$300,000.00 which shall constitute the entire Settlement Fund. Defendants shall not be required to pay any more money under this Settlement. An initial up-front amount, to be determined by the Claims

1 Administrator, shall be paid to the Claims Administrator to cover the initial notice
2 and administration costs, within thirty (30) days after the Court issues a Preliminary
3 Approval Order and the Claims Administrator provides Payment Instructions, and
4 which payment will be credited against the Settlement Fund. The Claims
5 Administrator shall provide receipt of the invoice, payment/wiring instructions, and
6 a properly completed and duly executed IRS Form W-9, along with any other
7 necessary forms to Defendants (collectively, "Payment Instructions") within seven
8 (7) days after the Court issues a Preliminary Approval Order. Defendants shall have
9 the remaining balance of the Settlement Fund deposited within thirty (30) days after
10 the Effective Date. As set forth below, the Settlement Fund will be used to pay for:
11 (i) Compensation for Ordinary Losses (§ 2.2.1); (ii) *Pro Rata* Cash Payments (§
12 2.2.3); (iii) Costs of Reasonable Claims Administration (§ 1.9); (iv) Service Awards
13 (§ 9.1); and (vi) attorneys' fees and litigation expenses (§ 9.2).

14 2.2 Cash Benefits. Defendants agree to make available from the Settlement
15 Fund the below compensation to Settlement Class Members who submit valid and
16 timely Claim Forms. Claims will be reviewed for completeness and plausibility by
17 the Claims Administrator. For claims deemed invalid, the Claims Administrator shall
18 provide Claimants an opportunity to cure, unless an inability to cure is apparent from
19 the face of the claim, *e.g.*, the Claimant is not a Class Member.

20 2.2.1 Compensation for Out of Pocket Losses: All Settlement Class
21 Members may submit a claim for documented out-of-pocket losses including, for
22 example, unreimbursed losses relating to fraud or identity theft, unreimbursed costs
23 of credit monitoring incurred between the time of the Data Security Incident and the
24 time the claim is submitted, and unreimbursed bank fees, postage, or gasoline for
25 travel ("Out of Pocket Losses"), up to \$5,000.00 per individual. The Settlement Fund
26 will be used to pay valid and timely submitted claims for each of the following
27 categories:
28

1 a) Documented out-of-pocket expenses incurred as a direct
2 result of the Data Security Incident, namely, postage, copying, scanning, faxing,
3 mileage and other travel-related charges, parking, notary charges, research charges,
4 cell phone charges (only if charged by the minute), long distance phone charges, data
5 charges (only if charged based on the amount of data used), text message charges
6 (only if charged by the message), bank fees, accountant fees, and attorneys' fees, all
7 of which must be fairly traceable to the Data Security Incident and must not have
8 been previously reimbursed by a third party. Expenses must be attested to and
9 supported by documentation substantiating the full extent of the amount claimed; and

10 2.2.2 Settlement Class Members seeking reimbursement under ¶ 2.2.1
11 must complete and submit to the Claims Administrator a Claim Form in a form
12 substantially similar to the one attached as **Exhibit A**, postmarked or submitted
13 online on or before the Claims Deadline. The notice to the Class Members will
14 specify this deadline and other relevant dates described herein. The Claim Form must
15 be verified by the Settlement Class Member with a statement that his or her claim is
16 true and correct, to the best of his or her knowledge and belief. Notarization shall not
17 be required. Claims for Out of Pocket Losses must be attested to and supported by
18 documentation substantiating the full extent of the amount claimed. Failure to
19 provide such supporting documentation, as requested on the Claim Form, shall result
20 in denial of a claim. No documentation is needed for lost-time expenses. Disputes as
21 to claims submitted under this paragraph are to be resolved pursuant to the provisions
22 stated in ¶¶ 2.4, 10.1.

23 2.2.3 Pro Rata Cash Fund Payments. All Settlement Class Members
24 are eligible to make a *pro rata* claim for a Cash Fund Payment of up to \$599.00,
25 regardless of whether they make a claim for Out-of-Pocket Losses, to be paid out of
26 the Settlement Fund. The *Pro Rata* Cash Fund Payments will evenly distribute the
27 net amount of the Settlement Fund, after payment of all approved claims for Out-of-
28 Pocket Losses, Notice and Administration Expenses, any Attorney's Fee and

1 Expenses Award, and Class Representative Service Awards the Court may award, to
2 each Settlement Class Member who submits a Valid Claim for this benefit.

3 2.3 Residual Funds / Pro Rata Reduction. In the event that compensation
4 for Out of Pocket Losses, Claims Administration Costs, Service Awards to
5 Settlement Class Representatives, and Attorneys' Fees and Litigation Expenses
6 exceed the Settlement Fund, all Class Member payments will be reduced on a *pro*
7 *rata* basis such that Defendants' maximum amount to be paid does not exceed the
8 non-reversionary Settlement Fund. As to any portion of the Settlement fund that
9 remains after all of the Settlement benefits have been paid, the parties shall meet and
10 confer regarding the appropriate use of such residual funds, including the possibility
11 for using residual funds to be paid to the Legal Foundation of Washington.

12 2.4 Dispute Resolution. The Claims Administrator, in its discretion to be
13 reasonably exercised, will determine whether: (i) the Claimant is a Settlement Class
14 Member; (ii) the Claimant has provided all information needed to complete the Claim
15 Form, including any third-party documentation and/or attestation that may be
16 necessary to reasonably support the Out of Pocket Losses described in ¶ 2.2.1; and
17 (iii) the information submitted could lead a reasonable person to conclude that more
18 likely than not the Claimant has suffered the claimed losses as a result of the Data
19 Security Incident. The Claims Administrator may, at any time, request from the
20 Claimant, in writing, additional information as the Claims Administrator may
21 reasonably require in order to evaluate the claim (*e.g.*, documentation requested on
22 the Claim Form, information regarding the claimed losses, available insurance and
23 the status of any claims made for insurance benefits, and claims previously made for
24 identity theft and the resolution thereof). For any such Settlement Claims that the
25 Claims Administrator determines to be implausible, the Claims will be deemed
26 invalid and submitted to counsel for the Settling Parties. If counsel for the Settling
27 Parties agree that any such claim is a Valid Claim, the Claims Administrator shall
28 follow counsel's joint direction regarding the disposition of the claim.

1 2.4.1 Upon receipt of an incomplete or unsigned Claim Form or a
2 Claim Form that is not accompanied by sufficient documentation to determine
3 whether the claim is facially valid, the Claims Administrator shall request additional
4 information and give the Claimant thirty (30) days to cure the defect before rejecting
5 the claim. If the defect is not cured, then the claim will be deemed invalid and there
6 shall be no obligation to pay the claim.

7 2.4.2 Following receipt of additional information requested by the
8 Claims Administrator, the Claims Administrator shall have thirty (30) days to accept,
9 in whole or lesser amount, or reject each claim. If, after review of the claim and all
10 documentation submitted by the Claimant, the Claims Administrator determines that
11 such a claim is valid, then the claim shall be paid, subject to the review and challenge
12 process set forth in ¶ 10.1. If the claim is determined to be invalid, then the Claims
13 Administrator will submit it to counsel for the Settling Parties. If counsel for the
14 Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator
15 shall follow counsels' joint direction regarding the disposition of the claim.

16 2.4.3 Settlement Class Members shall have thirty (30) days from
17 receipt of the offer to accept or reject any offer of partial payment received from the
18 Claims Administrator. If a Settlement Class Member rejects an offer from the Claims
19 Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its
20 initial adjustment amount and make a final determination. If the Claimant approves
21 the final determination, then the approved amount shall be the amount to be paid. If
22 the Claimant does not approve the final determination within thirty (30) days, then
23 the dispute will be submitted to counsel for the Settling Parties within an additional
24 ten (10) days. The Claims Administrator shall follow counsel for the Settling Parties'
25 joint direction regarding the disposition of the claim.

26 **III. CLASS CERTIFICATION**

27 3.1 The Settling Parties agree, for purposes of this Settlement only, to the
28 certification of the Settlement Class. If the settlement set forth in this Settlement

1 Agreement is not approved by the Court, or if the Settlement Agreement is terminated
2 or cancelled pursuant to the terms of this Settlement Agreement, this Settlement
3 Agreement, and the certification of the Settlement Class provided for herein, will be
4 vacated and the Litigation shall proceed as though the Settlement Class had never
5 been certified, without prejudice to any Person's or Settling Party's position on the
6 issue of class certification or any other issue. The Settling Parties' agreement to the
7 certification of the Settlement Class is also without prejudice to any position asserted
8 by the Settling Parties in any other proceeding, case or action, as to which all of their
9 rights are specifically preserved. All discussions and agreements related to the
10 Settlement Agreement shall be considered confidential and inadmissible pursuant to
11 Washington ER 408.

12 **IV. NOTICE AND CLAIMS ADMINISTRATION**

13 4.1 The Settling Parties selected Angeion Group, LLC as the Claims
14 Administrator, who will be charged with delivering sufficient notice (including direct
15 notice) and administering the claims process. The Claims Administrator shall, from
16 the Settlement Fund, pay the entirety the Reasonable Costs of Claims Administration,
17 including the cost of notice, subject to approval by Class Counsel.

18 4.2 After the Court enters an order finally approving the Settlement, the
19 Claims Administrator shall provide the requested relief to all Settlement Class
20 Members that made valid and timely claims, subject to the individual caps on
21 Settlement Class Member payments set forth in ¶¶ 2.2.1, 2.2.2, 2.2.3.

22 **V. PRELIMINARY APPROVAL**

23 5.1 As soon as practicable after the execution of the Settlement Agreement,
24 Proposed Settlement Class Counsel and counsel for Defendants shall jointly submit
25 this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will
26 file an unopposed motion for preliminary approval of the settlement with the Court
27 requesting entry of a Preliminary Approval Order in a form substantially similar to
28 the one attached as **Exhibit C**, requesting, among other things:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 3.1;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs 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 Angeion Group, LLC as the Claims 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 Settlement Class Representatives 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 seven (7) days after entry of the Preliminary Approval Order, Defendants shall each provide the Claims Administrator with the name and mailing 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

1 reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class
2 Member Information, except to administer the settlement as provided in this
3 Settlement Agreement, or provide all data and information in its possession to the
4 Settling Parties upon request.

5 5.3.2 Settlement Website: Prior to the dissemination of the Settlement
6 Class Notice, the Claims Administrator shall establish the Settlement Website that
7 will inform Class Members of the terms of this Settlement Agreement, their rights,
8 dates and deadlines and related information. The Settlement Website shall include,
9 in .pdf format and available for download, the following: (i) the Long Notice; (ii) the
10 Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement;
11 (v) the operative Complaint filed in the Litigation; (vi) Final Approval Order; and
12 (vii) any other materials agreed upon by the Parties and/or required by the Court. The
13 notice and claim materials will also be available in Spanish on the Settlement
14 Website. The Settlement Website shall provide Class Members with the ability to
15 complete and submit the Claim Form electronically.

16 5.3.3 Short Notice: Within thirty (30) days after the entry of the
17 Preliminary Approval Order and to be substantially completed not later than forty-
18 five (45) days after entry of the Preliminary Approval Order, and subject to the
19 requirements of this Agreement and the Preliminary Approval Order, the Claims
20 Administrator will provide notice to Class Members as follows:

21 a) Via U.S. mail to all Class Members. Before any mailing
22 under this paragraph occurs, the Claims Administrator
23 shall run the postal addresses of Class Members through
24 the United States Postal Service (“USPS”) National
25 Change of Address database to update any change of
26 address on file with the USPS;

27 i. In the event that a mailed Short Notice is returned to
28 the Claims Administrator by the USPS because the

1 address of the recipient is no longer valid, and the
2 envelope contains a forwarding address, the Claims
3 Administrator shall re-send the Short Notice to the
4 forwarding address within seven (7) days of
5 receiving the returned Short Notice;

6 ii. In the event that subsequent to the first mailing of a
7 Short Notice, and at least fourteen (14) days prior to
8 the Opt-Out and Objection Deadline, a Short Notice
9 is returned to the Claims Administrator by the USPS
10 because the address of the recipient is no longer
11 valid, *i.e.*, the envelope is marked “Return to
12 Sender” and does not contain a new forwarding
13 address, the Claims Administrator shall perform a
14 standard skip trace, in the manner that the Claims
15 Administrator customarily performs skip traces, in
16 an effort to attempt to ascertain the current address
17 of the particular Class Member in question and, if
18 such an address is ascertained, the Claims
19 Administrator will re-send the Short Notice within
20 seven (7) days of receiving such information. This
21 shall be the final requirement for mailing.

22 b) Publishing, on or before the Notice Commencement Date,
23 the Short Notice, Claim Form, and Long Notice on the
24 Settlement Website, as specified in the Preliminary
25 Approval Order, and maintaining and updating the website
26 throughout the claim period;

27 5.3.4 A toll-free help line shall be made available to provide Class
28 Members with information about the settlement. The Claims Administrator also will

1 provide copies of the forms of Short Notice, Long Notice, and paper Claim Form, as
2 well as this Settlement Agreement, upon request; and

3 5.3.5 Contemporaneously with seeking Final Approval of the
4 Settlement, Proposed Settlement Class Counsel shall cause to be filed with the Court
5 an appropriate affidavit or declaration with respect to complying with this provision
6 of notice.

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

13 5.5 Proposed Settlement Class Counsel and counsel for SPS and FWPS
14 shall request that after notice is completed, the Court hold a hearing (the “Final
15 Fairness Hearing”) and grant final approval of the settlement set forth herein.

16 **VI. OPT-OUT PROCEDURES**

17 6.1 Each Person wishing to opt-out of the Settlement Class shall timely
18 submit written notice of such intent to the designated Post Office box established by
19 the Claims Administrator. The written notice must be personally signed by the
20 Settlement Class Member and contain: (1) the Person’s name, address, telephone
21 number, and email address (if any); (2) the case name and docket number: *Benjamin*
22 *Fitch, et al. v. Seattle Public Schools, et al.*, Case No. 25-2-04060-7 (Washington
23 State Superior Court for King County); and (3) a statement clearly manifesting a
24 Person’s intent to opt-out of the Settlement Class. To be effective, written notice must
25 be postmarked by the Opt-Out Date. “Mass” or “class” opt-outs filed by third parties
26 on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement
27 Class Members that do not include the required information for each Settlement Class
28 Member that seeks to opt-out, and that has not been signed by each and every
individual Settlement Class Member that seeks to opt-out will not be allowed.

1 6.2 All Persons who submit valid and timely notices of their intent to opt-
2 out of the Settlement Class, as set forth in ¶ 6.1 above, referred to herein as “Opt-
3 Outs,” shall not receive any benefits of and/or be bound by the terms of this
4 Settlement Agreement. All Persons falling within the definition of the Settlement
5 Class who do not opt-out of the Settlement Class in the manner set forth in ¶ 6.1
6 above shall be bound by the terms of this Settlement Agreement, Release, and
7 Judgment entered thereon.

8 6.3 Within ten (10) days after the Opt-Out Date as approved by the Court,
9 if there have been more than twenty five (25) valid opt outs, either or both Defendants
10 may, by notifying Settlement Class Counsel and the Court in writing, within five (5)
11 days from the date the Claims Administrator provides written notice to Defendants
12 of the number of opt-outs, void this Settlement Agreement. If either Defendant voids
13 the Settlement Agreement, Defendants shall be obligated to pay all settlement
14 expenses already incurred, excluding any attorneys’ fees, costs, and expenses of
15 Proposed Settlement Class Counsel and service awards and shall not, at any time,
16 seek recovery of same from any other party to the Litigation or from counsel to any
17 other party to the Litigation.

17 **VII. OBJECTION PROCEDURES**

18 7.1 Each Settlement Class Member desiring to object to the Settlement
19 Agreement shall submit a timely written notice of his or her objection by the
20 Objection Date. Such notice shall state: (i) the objector’s full name, address,
21 telephone number, and email address (if any); (ii) the case name and docket number
22 *Benjamin Fitch, et al. v. Seattle Public Schools, et al.*, Case No. 25-2-04060-7
23 (Washington State Superior Court for King County); (iii) information identifying the
24 objector as a Settlement Class Member, including proof that the objector is a
25 Settlement Class Member (*e.g.*, copy of the objector’s Settlement Notice, copy of
26 original notice of the Data Security Incident, or a statement explaining why the
27 objector believes he or she is a Settlement Class Member); (iv) a written statement
28 of all grounds for the objection, accompanied by any legal support for the objection

1 the objector believes applicable; (v) the identity of any and all counsel representing
2 the objector in connection with the objection; (vi) a statement whether the objector
3 and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all
4 persons who will be called to testify at the Final Fairness Hearing in support of the
5 objection (if any); (viii) the number of times the objector has objected to a class action
6 settlement within the five years preceding the date that the objector files the
7 objection, the caption of each case in which the objector has made such objection,
8 and a copy of any orders related to or ruling upon the objector's prior objections that
9 were issued by the trial and appellate courts in each listed case; and (ix) the objector's
10 signature or the signature of the objector's duly authorized attorney or other duly
11 authorized representative (if any) representing him or her in connection with the
12 objection. To be timely, written notice of an objection that substantially complies
13 with ¶ 7.1(i)-(vii) must be mailed, with a postmark date no later than the Objection
14 Date, to Proposed Settlement Class Counsel: M. Anderson Berry, Brook E.
15 Garberding, and Gregory Haroutunian of Emery Reddy, PC, 600 Stewart Street, Suite
16 1100, Seattle, WA 98101; counsel for Seattle Public Schools: Steven Rich of Shook,
17 Hardy, & Bacon, L.L.P., 701 Fifth Avenue, Suite 6800, Seattle, WA 98104; and
18 counsel for Federal Way Public Schools: Logan F. Peppin of Baker & Hostetler LLP,
19 999 3rd Avenue, Suite 3900, Seattle, WA 98104. For all objections mailed to
20 Proposed Settlement Class Counsel and counsel for SPS and FWPS, Proposed
21 Settlement Class Counsel will file them with the Court with the Motion for Final
22 Approval of Settlement.

23 7.2 Although the Court's stated policy is to hear from any class member
24 who attends the Final Fairness Hearing and asks to speak regarding his or her
25 objection to the settlement, the Parties reserve the right to challenge the objection of
26 any Settlement Class Member who fails to comply with the requirements for
27 objecting in ¶ 7.1 as having waived and forfeited any and all rights he or she may
28 have to appear separately and/or to object to the Settlement Agreement, and assert

1 that such Settlement Class Member is bound by all the terms of the Settlement
2 Agreement and by all proceedings, orders and judgments in the Litigation. The
3 exclusive means for any challenge to the Settlement Agreement shall be through the
4 provisions of ¶ 7.1. Without limiting the foregoing, any challenge to the Settlement
5 Agreement, the final order approving this Settlement Agreement, or the Judgment to
6 be entered upon final approval shall be pursuant to appeal under the Washington State
7 Court Rules of Appellate Procedure and not through a collateral attack.

8 **VIII. RELEASES**

9 8.1 Upon thirty-one (31) days after the Effective Date, each Settlement
10 Class Member, including Plaintiffs, shall be deemed to have, and by operation of the
11 Judgment shall have, fully, finally, and forever released, relinquished, and discharged
12 all Released Claims. Further, upon the Effective Date, and to the fullest extent
13 permitted by law, each Settlement Class Member, excluding Opt-Outs but including
14 Plaintiffs, shall directly, indirectly, or in any representative capacity, be permanently
15 barred and enjoined from commencing, prosecuting, or participating in any recovery
16 in any action in this or any other forum (other than participation in this Settlement
17 Agreement as provided herein) in which any of the Released Claims is asserted.

18 8.2 Upon thirty-one (31) days after the Effective Date, SPS and FWPS shall
19 be deemed to have, and by operation of the Judgment shall have, fully, finally, and
20 forever released, relinquished, and discharged, the Settlement Class Representatives,
21 the Settlement Class Members, and Proposed Settlement Class Counsel, of all claims,
22 based upon the institution, prosecution, assertion, settlement, or resolution of the
23 Litigation or the Released Claims, except for enforcement of the Settlement
24 Agreement. Any other claims or defenses SPS or FWPS may have against the
25 Settlement Class Representatives, the Settlement Class Members, and the Proposed
26 Settlement Class Counsel including, without limitation, any claims based upon any
27 retail, banking, debtor-creditor, contractual, or other business relationship with such
28 Persons not based on the institution, prosecution, assertion, settlement, or resolution

1 of the Litigation are specifically preserved and shall not be affected by the preceding
2 sentence.

3 8.3 Notwithstanding any term herein, neither SPS or FWPS nor their
4 Related Entities shall have or shall be deemed to have released, relinquished or
5 discharged any claim or defense against any Person other than Representative
6 Plaintiffs, each and all of the Settlement Class Members, and Proposed Settlement
7 Class Counsel.

8 **IX. SERVICE AWARDS AND ATTORNEYS' FEES AND EXPENSES**

9 9.1 After an agreement had been reached as to the essential terms of a
10 settlement (*i.e.*, Settlement Class benefits), the Parties negotiated the amount of a
11 service award to the Representative Plaintiffs. Subject to Court approval, the
12 Representative Plaintiffs shall seek, and Defendants agree to pay out of the
13 Settlement Fund, service awards of \$5,000.00 to each of the Representative Plaintiffs.
14 The Claims Administrator shall, from the Settlement Fund, pay the service awards
15 approved by the Court up to the agreed maximum. Class Counsel's Application for
16 Attorneys' Fees, Expenses and Service Awards shall be filed in conjunction with the
17 Motion for Final Approval.

18 9.2 After an agreement had been reached as to the essential terms of a
19 settlement (*i.e.*, Settlement Class benefits), the Parties negotiated the amount of
20 Plaintiffs' attorneys' fees and litigation expenses. Plaintiffs shall seek an award of
21 attorneys' fees not to exceed one-third of the Settlement Fund, together with
22 reimbursement for reasonably incurred litigation expenses. The Claims
23 Administrator shall, from the Settlement Fund, pay the attorneys' fees and expenses
24 award approved by the Court. Class Counsel's Application for Attorneys' Fees,
25 Expenses and Service Awards shall be filed in conjunction with the Motion for Final
26 Approval.

27 9.3 The Claims Administrator shall, from the Settlement Fund, pay the
28 service awards and attorneys' fees and expenses awarded by the Court to Emery

1 Reddy, PC within fourteen (14) days after the later of the Effective Date or the date
2 the Settlement Fund is fully funded. The attorneys' fees and expenses award will be
3 allocated among Proposed Settlement Class Counsel. Defendants bear no
4 responsibility or liability relating to the allocation of the attorneys' fees and expenses
5 among Proposed Settlement Class Counsel.

6 9.4 The finality or effectiveness of the Settlement Agreement shall not
7 depend upon the Court awarding any particular attorneys' fees and expenses award
8 or service award. No order of the Court, or modification or reversal or appeal of any
9 order of the Court concerning the amount(s) of any attorneys' fees and expenses,
10 and/or service awards ordered by the Court to Proposed Settlement Class Counsel or
11 Representative Plaintiffs shall affect whether the Judgment is final or constitute
12 grounds for cancellation or termination of this Settlement Agreement.

13 **X. ADMINISTRATION OF CLAIMS**

14 10.1 The Claims Administrator shall administer and calculate the claims
15 submitted by Settlement Class Members under ¶¶ 2.2.1, 2.2.2, 2.2.3. Proposed
16 Settlement Class Counsel and counsel for Defendants shall be given reports as to
17 both claims and distribution, and have the right to challenge the claims and
18 distribution set forth in the reports, including by requesting and receiving, for any
19 approved claim, the name of the Settlement Class Member, a description of the
20 approved claim, including dollar amounts to be paid as Ordinary Losses, and all
21 supporting documentation submitted. If counsel for the Settling Parties agree that any
22 such claim is improper, the Claims Administrator shall follow counsels' joint
23 direction regarding the disposition of the claim. If the Settling Parties cannot agree
24 on the disposition of a claim, the Settling Parties, upon the election of either Settling
25 Party, will submit the claim for disposition to a jointly agreed upon impartial third-
26 party claim referee for determination. The Claims Administrator's determination of
27 whether a Settlement Claim is a Valid Claim shall be binding, subject to the above
28

1 right of review and challenge and the Dispute Resolution process set forth in ¶ 2.4.
2 All claims agreed to be paid in full by Defendants shall be deemed Valid Claims.

3 10.2 Checks for Valid Claims shall be mailed and postmarked, and
4 electronic payments shall be issued electronically, within thirty (30) days of the
5 Effective Date, or within thirty (30) days of the date that the claim is approved,
6 whichever is later.

7 10.3 All Settlement Class Members who fail to timely submit a claim for
8 any benefits hereunder within the time frames set forth herein, or such other period
9 as may be ordered by the Court, or otherwise allowed, shall be forever barred from
10 receiving any payments or benefits pursuant to the settlement set forth herein, but
11 will in all other respects be subject to, and bound by, the provisions of the Settlement
12 Agreement, the releases contained herein and the Judgment.

13 10.4 No Person shall have any claim against the Claims Administrator,
14 Defendants, Proposed Settlement Class Counsel, Proposed Class Representative,
15 and/or counsel for SPS or FWPS based on distributions of benefits, or the denial of
16 benefits, to Settlement Class Members.

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

19 11.1 The Effective Date of the settlement shall be conditioned on the
20 occurrence of all of the following events:

- 21 a) The Court has entered the Preliminary Approval Order, as
22 required by ¶ 5.1;
23 b) The Court has entered the Judgment granting final approval to the
24 settlement as set forth herein; and
25 c) Judgment has become Final, as defined in ¶ 1.18.

26 11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied and the
27 Effective Date does not occur, the Settlement Agreement shall be terminated unless
28

1 Proposed Settlement Class Counsel and Defendants' counsel mutually agree in
2 writing to proceed with the Settlement Agreement.

3 11.3 Within five (5) days after the Opt-Out Date, the Claims Administrator
4 shall furnish to Proposed Settlement Class Counsel and to counsel for SPS and FWPS
5 a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

6 11.4 Except as provided in ¶ 6.3, in the event that the Settlement Agreement
7 is not approved by the Court or the settlement set forth in this Settlement Agreement
8 is terminated in accordance with its terms, (a) the Settling Parties shall be restored to
9 their respective positions in the Litigation and shall jointly request that all scheduled
10 litigation deadlines be reasonably extended by the Court so as to avoid prejudice to
11 any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the
12 Settlement Agreement shall have no further force and effect and shall not be used in
13 the Litigation or in any other proceeding for any purpose, and any judgment or order
14 entered by the Court in accordance with the terms of the Settlement Agreement shall
15 be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this
16 Settlement Agreement to the contrary, no order of the Court or modification or
17 reversal on appeal of any order reducing the amount of attorneys' fees, costs,
18 expenses, and/or Service Awards shall constitute grounds for cancellation or
19 termination of the Settlement Agreement. Further, notwithstanding any statement in
20 this Settlement Agreement to the contrary, SPS and FWPS shall be obligated to pay
21 amounts already billed or incurred for costs of notice to the Settlement Class, Claims
22 Administration, and Dispute Resolution pursuant to ¶ 2.4 above and shall not, at any
23 time, seek recovery of same from any other party to the Litigation or from counsel to
24 any other party to the Litigation. In the event any of the releases or definitions set
25 forth in ¶¶ 1.27, 1.28, 1.29, 8.1, or 8.2 are not approved by the Court as written, the
26 Settlement Agreement shall be terminated and provisions (a) and (b) of this paragraph
27 shall apply to the Settling Parties and this Agreement unless Proposed Settlement
28

1 Class Counsel and Defendants' counsel mutually agree in writing to proceed with the
2 Settlement Agreement.

3 11.5 Prior to the Effective Date, Class Counsel may amend the Complaint
4 to include additional Representative Plaintiffs.

5 **XII. MISCELLANEOUS PROVISIONS**

6 12.1 The Settling Parties (i) acknowledge that it is their intent to
7 consummate this agreement; and (ii) agree to cooperate to the extent reasonably
8 necessary to effectuate and implement all terms and conditions of this Settlement
9 Agreement, and to exercise their best efforts to accomplish the terms and conditions
10 of this Settlement Agreement.

11 12.2 The Settling Parties intend this settlement to be a final and complete
12 resolution of all disputes between them with respect to the Litigation. The settlement
13 comprises claims that are contested and shall not be deemed an admission by any
14 Settling Party as to the merits of any claim or defense. The Settling Parties agree that
15 the settlement was negotiated in good faith and at arm's length by the Settling Parties,
16 and reflects a settlement that was reached voluntarily after consultation with
17 competent legal counsel. The Settling Parties reserve their right to rebut, in a manner
18 that such party determines to be appropriate, any contention made in any public
19 forum that the Litigation was brought or defended in bad faith or without a reasonable
20 basis. It is agreed that no Party shall have any liability to any other Party as it relates
21 to the Litigation, except as set forth herein.

22 12.3 Neither the Settlement Agreement, nor the settlement contained herein,
23 nor any act performed or document executed pursuant to or in furtherance of the
24 Settlement Agreement or the settlement (i) is or may be deemed to be or may be used
25 as an admission of, or evidence of, the validity or lack thereof of any Released Claim,
26 or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be
27 deemed to be or may be used as an admission of, or evidence of, any fault or omission
28 of any of the Released Parties in any civil, criminal or administrative proceeding in

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

7 12.4 The Settlement Agreement may be amended or modified only by a
8 written instrument signed by or on behalf of all Settling Parties or their respective
9 successors-in-interest.

10 12.5 This Settlement Agreement contains the entire understanding between
11 Defendants and Plaintiffs individually and on behalf of the Settlement Class
12 Members regarding the Litigation settlement and this Agreement, and this Agreement
13 supersedes all previous negotiations, agreements, commitments, understandings, and
14 writings between Defendants and Plaintiffs, including between counsel for
15 Defendants and Class Counsel, in connection with the Litigation settlement and this
16 Agreement. Except as otherwise provided herein, each party shall bear its own costs.

17 12.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class,
18 is expressly authorized by Plaintiffs to take all appropriate actions required or
19 permitted to be taken by the Settlement Class pursuant to the Settlement Agreement
20 to effectuate its terms, and also is expressly authorized to enter into any modifications
21 or amendments to the Settlement Agreement on behalf of the Settlement Class which
22 they deem appropriate in order to carry out the spirit of this Settlement Agreement
23 and to ensure fairness to the Settlement Class.

24 12.7 Each counsel or other Person executing the Settlement Agreement on
25 behalf of any party hereto hereby warrants that such Person has the full authority to
26 do so.

27 12.8 The Settlement Agreement may be executed in one or more
28 counterparts. All executed counterparts and each of them shall be deemed to be one

1 and the same instrument. A complete set of original executed counterparts shall be
2 filed with the Court.

3 12.9 The Settlement Agreement shall be binding upon, and inure to the
4 benefit of, the successors and assigns of the parties hereto. No assignment of this
5 Settlement Agreement will be valid without the other party's prior, written
6 permission.

7 12.10 The Court shall retain jurisdiction with respect to implementation and
8 enforcement of the terms of the Settlement Agreement, and all parties hereto submit
9 to the jurisdiction of the Court for purposes of implementing and enforcing the
10 settlement embodied in the Settlement Agreement.

11 12.11 All dollar amounts are in United States dollars (USD).

12 12.12 Cashing a settlement check (paper or electronic) is a condition
13 precedent to any Settlement Class Member's right to receive monetary settlement
14 benefits. All settlement checks shall be void ninety (90) days after issuance and shall
15 bear the language: "This check must be cashed within ninety (90) days, after which
16 time it is void." If a check becomes void, the Settlement Class Member shall have
17 until four months after the Effective Date to request re-issuance. If no request for re-
18 issuance is made within this period, the Settlement Class Member will have failed to
19 meet a condition precedent to recovery of monetary settlement benefits, the
20 Settlement Class Member's right to receive monetary relief shall be extinguished,
21 and Defendants shall have no obligation to make payments or any form of relief to
22 the Settlement Class Member. The same provisions shall apply to any re-issued
23 check. For any checks that are issued or re-issued for any reason more than one
24 hundred eighty (180) days from the Effective Date, requests for further re-issuance
25 will not be honored after such checks become void.

26 12.13 All agreements made and orders entered during the course of the
27 Litigation relating to the confidentiality of information shall survive this Settlement
28 Agreement.

1 IN WITNESS WHEREOF, the parties hereto have caused the Settlement
2 Agreement to be executed.

3
4 **COUNSEL FOR PLAINTIFFS
AND THE SETTLEMENT CLASS**

5
6 

7 M. Anderson Berry
8 **EMERY REDDY, PC**
9 600 Stewart Street, Suite 1100
10 Seattle, WA 98101
11 Telephone: 206-442-9106
12 Email: anderson@emeryreddy.com

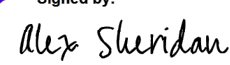
SEATTLE PUBLIC SCHOOLS

/s/ 
Anita Khandelwal (Jul 13, 2025 15:28:40 PDT)

Anita Khandelwal
**COUNSEL FOR SEATTLE
PUBLIC SCHOOLS**

/s/ _____
Steven Rich
**SHOOK, HARDY & BACON,
L.L.P.**
701 Fifth Avenue, Suite 6800
Seattle, WA 98104
Telephone: 206-344-7600
Email: srich@shb.com

13
14
15
16 **FEDERAL WAY PUBLIC
SCHOOLS**

17 Signed by:
18 /s/ 
OF 6CB20043DF444...

19 **COUNSEL FOR FEDERAL WAY
PUBLIC SCHOOLS**

20
21 /s/ 
22 Logan F. Peppin
23 **BAKER & HOSTETLER LLP**
24 999 3rd Avenue, Suite 3900
25 Seattle, WA 98104
26 Telephone: 206-566-7148
27 Email: lpeppin@bakerlaw.com
28

1 IN WITNESS WHEREOF, the parties hereto have caused the Settlement
2 Agreement to be executed.

3
4 **COUNSEL FOR PLAINTIFFS
AND THE SETTLEMENT CLASS**

5
6 
7 M. Anderson Berry
8 **EMERY REDDY, PC**
9 600 Stewart Street, Suite 1100
10 Seattle, WA 98101
11 Telephone: 206-442-9106
12 Email: *anderson@emeryreddy.com*

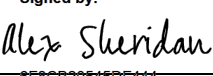
SEATTLE PUBLIC SCHOOLS

/s/ _____

**COUNSEL FOR SEATTLE
PUBLIC SCHOOLS**

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
/s/ 
Steven Rich
**SHOOK, HARDY & BACON,
L.L.P.**
701 Fifth Avenue, Suite 6800
Seattle, WA 98104
Telephone: 206-344-7600
Email: *srich@shb.com*

**FEDERAL WAY PUBLIC
SCHOOLS**

Signed by:
/s/ 
0F8CB20545DF444...

**COUNSEL FOR FEDERAL WAY
PUBLIC SCHOOLS**

/s/ 
Logan F. Peppin
BAKER & HOSTETLER LLP
999 3rd Avenue, Suite 3900
Seattle, WA 98104
Telephone: 206-566-7148
Email: *lpeppin@bakerlaw.com*

Exhibit A

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

Fitch, et al. v. Seattle Public Schools, et al.
Case No. 25-2-04060-7 SEA

Fitch, et al. v. Seattle Public Schools, et al.
CLAIM FORM

This Claim Form should be filled out online or submitted by mail if you were notified by mail of the Data Security Incident by Seattle Public Schools (“SPS”) or Federal Way Public Schools (“FWPS”). All Settlement Class Members are eligible to receive unreimbursed out-of-pocket expenses up to \$5,000 and a *pro rata* cash fund payment up to \$599. If the Settlement is approved, you may receive payment if you submit a timely and valid Claim Form and if you are found to be eligible for compensation.

The Notice describes your legal rights and options. To obtain the Notice and find more information regarding your legal rights and options, please visit the official Settlement Website, [INSERT WEBSITE], or call toll-free [INSERT PHONE #].

If you wish to submit a claim for a Settlement Class Member benefit electronically, you may go online to the Settlement Website, [INSERT], and follow the instructions on the “Submit a Claim” page.

If you wish to submit a claim for a Settlement Class Member benefit via standard mail, you need to provide the information requested below and mail this Claim Form to [INSERT], postmarked by [INSERT MONTH AND DAY], 2026. Please print legibly in blue or black ink.

1. SETTLEMENT CLASS MEMBER INFORMATION

Required Information:

First: _____ M: _____ Last: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ ZIP: _____

Country: _____

Phone: _____

E-mail: _____

2. BENEFIT ELIGIBILITY INFORMATION

To prepare for this section of the Claim Form, please review the Notice and the Settlement Agreement (available for download at [\[INSERT WEBSITE\]](#)) for more information on who is eligible for a benefit and the nature of the expenses or losses that can be claimed.

To help us determine if you are entitled to a Settlement Class Member benefit, please provide as much information as possible.

A. Verification of Settlement Class Membership

In order to allow the Claims Administrator to confirm your membership in the Settlement Class, you must provide either:

(1) The unique identifier provided in the Notice you received by mail;

or

(2) name and physical address [the July 2025 notice letter was issued to.](#)

Thus, please **EITHER**:

(1) Provide the unique identifier provided in the Notice you received:

OR

(2) Provide your name: _____ and physical address the [July 2025](#) notice letter was issued to:

_____.

B. Out of Pocket Losses

Please be sure to fill in the total amount you are claiming for out-of-pocket losses and attach the required third-party documentation as described in **bold type** (if you are asked to provide account statements as part of required proof for any part of your claim, you may redact unrelated transactions and all but the first four and last four digits of any account number). The type of losses claimed may have different documentation and attestation requirements as outlined below. Please round total amounts down or up to the nearest dollar.

All Settlement Class Members who submit a valid claim are eligible to receive up to \$5,000 in compensation for unreimbursed losses, including 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, attorneys' fees, and identity theft insurance product (incurred on or after December 19, 2024, and fairly traceable to the Data Security Incident), upon submission of a claim and supporting

third-party documentation.

If you would like to make a claim for reimbursement for Out-of-Pocket Losses, describe the unreimbursed losses claimed, sign the attestation at the end of this Claim Form, and attach supporting third-party documentation.

To receive compensation for unreimbursed losses related to **fraud or identity theft** the loss must: (i) be an actual, documented monetary loss; (ii) be more likely than not caused by the Data Security Incident; (iii) have been incurred after the date of the Data Security Incident; and (iv) must not have been previously reimbursed by a third party.

- ☐ Unreimbursed fees or other charges from your bank or credit card company incurred on or after December 19, 2024, and before [INSERT DATE] (the “Claims Deadline”) due to the Data Security Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed overdraft fees, over-the-limit fees, late fees, or charges due to insufficient funds or interest.

[UPLOAD/ATTACH DOCUMENTS] Required: You must submit reasonable third-party documentation supporting the above losses such as a copy of a bank or credit card statement or other proof of claimed fees or charges (you may redact unrelated transactions and all but the first four and last four digits of any account number). You may submit self-prepared documentation, but only to explain other documentation you submit; self-prepared documentation is not sufficient by itself.

- ☐ Unreimbursed fees relating to your account being frozen or unavailable incurred on or after December 19, 2024, and before the Claims Deadline due to the Data Security Incident.

DATE	DESCRIPTION	AMOUNT

Examples: You were charged interest by a payday lender due to card cancellation or due to an over-limit situation, or you had to pay a fee for a money order or other form of alternative payment because you could not use your debit or credit card, and these charges and payments were not reimbursed.

[UPLOAD/ATTACH DOCUMENTS] Required: You must submit reasonable third-party documentation supporting the above losses such as a copy of receipts, bank statements, credit card statements, or other proof that you had to pay these fees (you may redact unrelated transactions and all but the first four and last four digits of any account number). You may submit self-prepared documentation, but only to explain other documentation you submit; self-prepared documentation is not sufficient by itself.

☐ Unreimbursed fees or other charges relating to the reissuance of your credit or debit card incurred on or after December 19, 2024, and before the Claims Deadline due to the Data Security Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed fees that your bank charged you because you requested a new credit or debit card.

[UPLOAD/ATTACH DOCUMENTS] Required: You must submit reasonable third-party documentation supporting the above losses such as a copy of a bank or credit card statement or other receipt showing these fees (you may redact unrelated transactions and all but the first four and last four digits of any account number). You may submit self-prepared documentation, but only to explain other documentation you submit; self-prepared documentation is not sufficient by itself.

☐ Other unreimbursed incidental telephone, internet, mileage or postage expenses directly related to the Data Security Incident incurred on or after December 19, 2024, and before the Claims Deadline due to the Data Security Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed long-distance phone charges, cell phone charges (only if charged by the minute), or data charges (only if charged based on the amount of data used).

[UPLOAD/ATTACH DOCUMENTS] Required: You must submit reasonable third-party documentation supporting the above losses such as a copy of the bill from your telephone company, mobile phone company, or internet service

provider that shows the charges (you may redact unrelated transactions and all but the first four and last four digits of any account number). You may submit self-prepared documentation, but only to explain other documentation you submit; self-prepared documentation is not sufficient by itself.

☐ Credit Reports or credit monitoring charges purchased on or after December 19, 2024, and before the Claims Deadline due to the Data Security Incident, but not previously covered by SPS or FWPS. This category is limited to services purchased primarily as a result of the Data Security Incident and if purchased on or after December 19, 2024, and before the Claims Deadline, but not previously covered by SPS or FWPS.

To obtain reimbursement under this category, you must attest to the following:

☐ I purchased credit reports on or after December 19, 2024, and before the Claims Deadline, primarily due to the Data Security Incident and not for other purposes, but not previously covered by Defendants.

DATE	COST

Examples: The cost of a credit report(s) that you purchased after hearing about the Data Security Incident.

[UPLOAD/ATTACH DOCUMENT] Required: You must submit reasonable third-party documentation supporting the above losses such as a copy of a receipt or other proof of purchase for each product or service purchased (you may redact unrelated transactions). To recover costs of credit monitoring services activated between December 19, 2024, and the Claims Deadline incurred as a result of the Data Security Incident, you must submit either: (1) a receipt showing a one-year subscription to a credit monitoring service between December 19, 2024 and the Claims Deadline incurred as a result of the Data Security Incident; or (2) at least three receipts showing consecutive monthly payments to a credit monitoring service during the same period of time and an attestation that you intend to continue subscribing to such service through at least one year after the Claims Deadline.

If you would like to make a claim for reimbursement for unreimbursed losses resulting from fraud or identity theft, describe the unreimbursed losses claimed, sign the attestation at the end of this Claim Form, and attach supporting third-party documentation.

DATE	DESCRIPTION	AMOUNT

--	--	--

☐ I have uploaded/attached third-party documentation showing that the claimed losses were more likely than not caused by the Data Security Incident.

☐ Check this box to confirm that you have not been reimbursed for these fraudulent charges.

C. Pro Rata Cash Payment

All Settlement Class Members may elect to receive a *Pro Rata* Cash Fund Payment up to \$599, regardless of whether they make a claim for Out-of-Pocket Losses. Depending on the number of Valid Claims submitted, the ultimate *Pro Rata* Cash Payment may be less than \$599. The *Pro Rata* Cash Payment will evenly distribute the net amount of the Settlement Fund, after payment of all approved claims for Out-of-Pocket Losses, Notice and Administration Expenses, any Attorney's Fees and Expenses, and any Class Representative Service Awards the Court may award.

Do you wish to participate in the *Pro Rata* Cash Payment?

☐ Yes, I elect to receive the *Pro Rata* Cash Payment.

I attest that the information supplied in this Claim Form by the undersigned is true and correct, and that this form was executed at _____ [City], _____ [State] on the date set forth below.

I understand that I may be asked to provide supplemental information by the Claims Administrator before my claim will be considered complete and valid.

Print Name: _____

Signature: _____

Date: _____

D. Submission Instructions

Once you have completed all applicable sections, please mail this Claim Form and all required supporting documentation to the address provided below, postmarked by _____, 2026.

Fitch, et al v. Seattle Public Schools, et al.

CLAIMS ADMINISTRATOR
[INSERT CLAIMS ADMINISTRATOR
MAILING INFORMATION]

Exhibit B

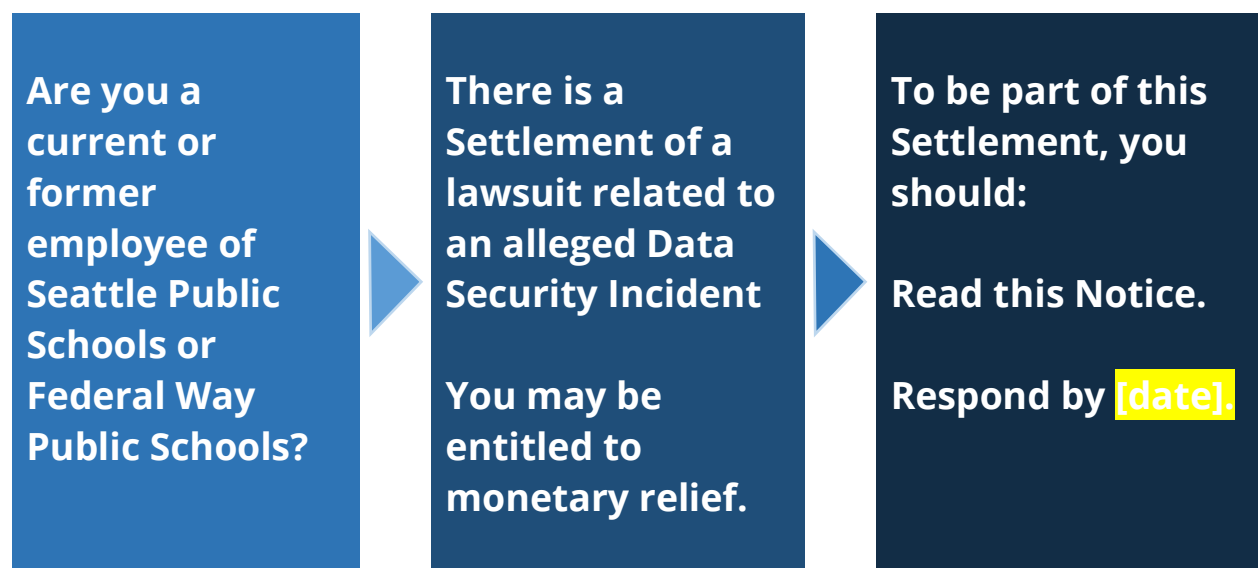
Superior Court of the State of Washington, King County

Fitch, et al. v. Seattle Public Schools, et al.

Case No. 25-2-04060-7 SEA

Class Action Notice

Authorized by the Superior Court of the State of Washington for King County



Important things to know:

- If you take no action, you will still be bound by the Settlement and your rights will be affected. ***Please read this Notice carefully and completely.***
- You can learn more at: [website].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.SettlementWebsite.com)

Table of Contents

About This Notice	4
Why did I get this Notice?.....	4
What do I do next?	4
What are the most important dates?.....	5
Basic Information	5
What is this lawsuit about?	5
What is a class action?	6
Why is there a Settlement?	6
How do I weigh my options?.....	6
What is the best path for me?	7
Who is in the Settlement?.....	8
Who is included in the Settlement?.....	8
Are there exceptions to being included?	8
The Settlement Benefits	8
What does the Settlement provide?.....	8
What claims am I releasing if I stay in the Settlement Class?	10
Submitting a Claim Form for Settlement Benefits	10
How do I submit a claim for a Settlement benefit?	10
What is the deadline for submitting a claim?.....	10
When will the Settlement benefits be issued?	10
The Lawyers Representing You	11
Do I have a lawyer in the case?.....	11
Should I get my own lawyer?	11
How will Settlement Class Counsel be paid?.....	11
Excluding Yourself from the Settlement	12
How do I opt out of the Settlement?.....	12
Commenting on or Objecting to the Settlement	13
How do I tell the Court if I like or do not like the Settlement?	13

What is the difference between objecting and excluding?	14
The Court's Final Fairness Hearing.....	14
When is the Court's Final Fairness Hearing?	14
Do I have to come to the Final Fairness Hearing?	15
If I Do Nothing.....	15
What happens if I do nothing at all?	15
Getting More Information	16
How do I get more information?	16

About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Fitch et al. v. Seattle Public Schools and Federal Way Public Schools*, Case No. 25-2-04060-7 SEA. A proposed settlement (the "Settlement") has been reached in the lawsuit involving Seattle Public Schools ("SPS") and Federal Way Public Schools ("FWPS") (SPS and FWPS collectively "Defendants"), relating to the cyber incident perpetrated against Defendants' third-party vendor Carruth Compliance Consulting Inc. ("Carruth"), in December 2024 (the "Data Security Incident"). **You received this notice because you may be a member of the group of people affected, called the "Settlement Class."** This notice gives you a summary of the terms of the proposed Settlement, explains what rights Settlement Class Members have, and helps Settlement Class Members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the Settlement and to determine if you are a Settlement Class Member. Then, decide if you want to:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com .	<u> </u> , 2026
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement and receive no benefits. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants or the Released Parties about the legal claims resolved by this Settlement. You can hire your own legal counsel at your own expense.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Fairness Hearing.	<u> </u> , 2026

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
AND/OR ATTEND A HEARING	If you object, you may also file a claim for Settlement benefits.	
DO NOTHING	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants or the Released Parties related to the legal claims resolved by this Settlement.	No Deadline

The Court in charge of this case still has to decide whether to grant final approval of the Settlement.

Read on to understand the specifics of the Settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt-out: **[date]**

Your deadline to submit a claim form: **[date]**

Final Fairness Hearing: **[date]**

Basic Information

What is this lawsuit about?

This lawsuit concerns the cyber incident perpetrated against Defendants' third-party retirement plan vendor Carruth in December 2024 that may have impacted personal information of SPS' and FWPS' current and former employees. Defendants deny all claims alleged against them and deny each and every allegation and all charges of wrongdoing or liability of any kind whatsoever. The Settlement is not an admission of wrongdoing or an indication that SPS or FWPS has violated any laws. Rather, the Parties have agreed to settle the class

action lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

What is a class action?

In a class action, one or more individuals known as “Plaintiffs” or “Class Representatives” sue on behalf of a group or “class” of people with similar claims. In a class action settlement, one court resolves the lawsuit for all class members, except for those who opt-out of the settlement.

Why is there a Settlement?

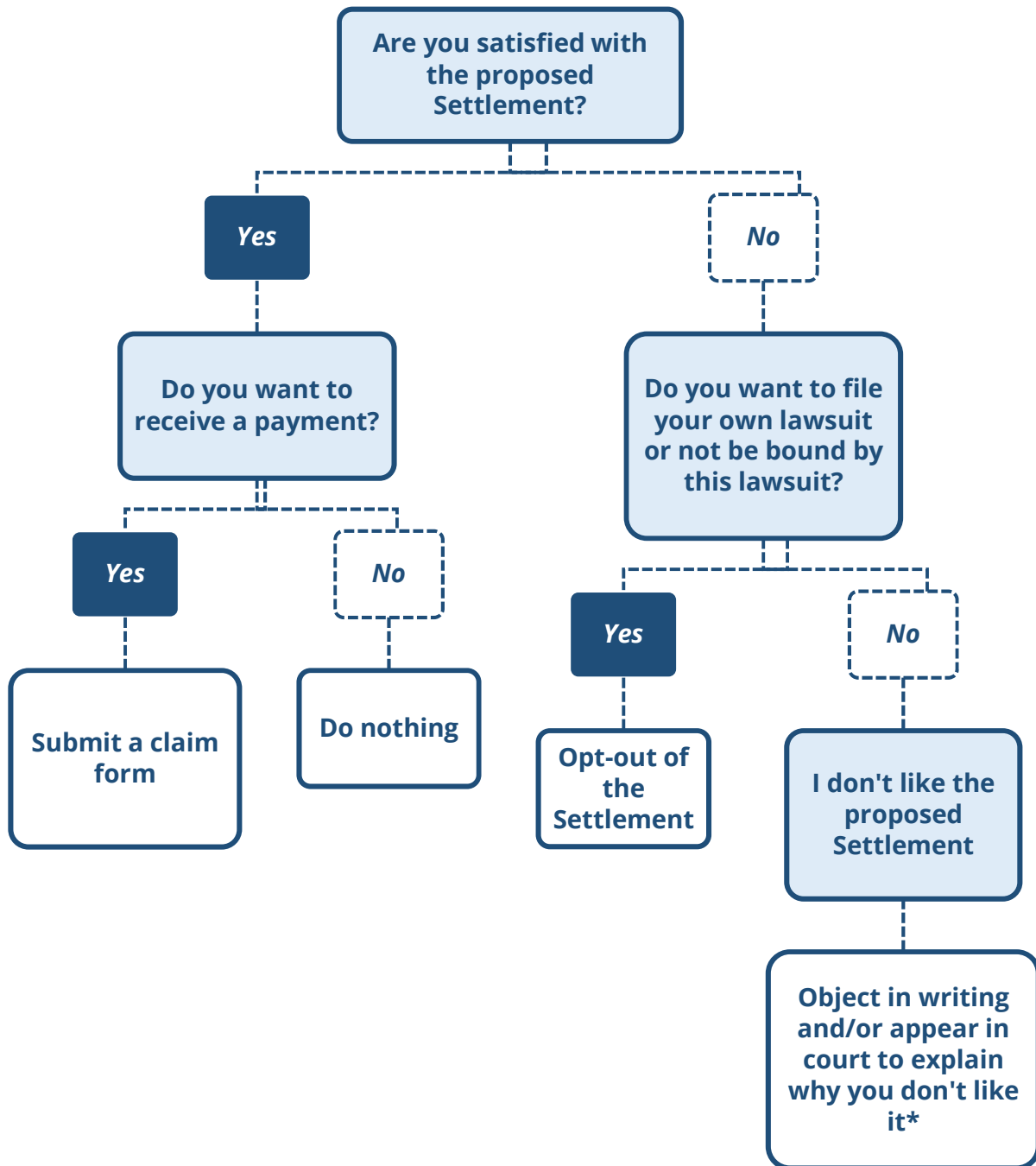
The Court did not decide in favor of the Plaintiffs or the Defendants. Plaintiffs and the Defendants have agreed to a Settlement to avoid the uncertainties and expenses associated with ongoing litigation, and to allow the Settlement Class Members to receive compensation sooner rather than, if at all, after the completion of a trial. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

How do I weigh my options?

You have four options. You can stay in the Settlement and submit a claim, you can opt-out of the Settlement, you can object to the Settlement, or you can do nothing. This chart shows the effects of each option:

	Submit a Claim	Opt-out	Object	Do Nothing
Can I receive Settlement money if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

What is the best path for me?



**You can object to the Settlement AND submit a claim form to receive payment.*

Who is in the Settlement Class?

Who is included in the Settlement Class?

The Settlement Class is defined as: all individuals whose personal information was provided by Defendants to Carruth Compliance Consulting, Inc. and was compromised in the data breach disclosed by Carruth in January 2025.

Are there exceptions to being included?

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

If you are not sure whether you are included in the Settlement Class, you can ask for free help by contacting the Claims Administrator by mail, email, or by calling toll-free.

Fitch, et al. v. Seattle Public Schools and Federal Way Public Schools
c/o Claims Administrator

[SETTLEMENT ADMIN INFORMATION]

info@[SettlementWebsite].com

1-XXX-XXX-XXXX

You may also view the Settlement Agreement at
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

What does the Settlement provide?

The Settlement creates a non-reversionary common fund of \$300,000

("Settlement Fund"). The Settlement Fund will be used to pay: (i) Valid Claims; (ii) Costs of Claims Administration; (iii) Service Awards approved by the Court, if any; and (iv) attorneys' fees and expenses awarded by the Court, if any.

Class Members may submit claims for: (1) Compensation for Out-of-Pocket Losses up to \$5,000; and (2) *Pro Rata* Cash Payment up to \$599. Depending on the number of Valid Claims submitted, the ultimate Pro Rata Cash Payment may be less than \$599.

In the event that compensation for Out of Pocket Losses, Claims Administration Costs, Service Awards to Settlement Class Representatives, and Attorneys' Fees and Litigation Expenses exceed the Settlement Fund, all Class Member payments will be reduced on a *pro rata* basis such that Defendants' maximum amount to be paid does not exceed the non-reversionary Settlement Fund.

The Settlement benefits are summarized below. Visit [WEBSITE](#) for a full description of these benefits.

Compensation for Out-of-Pocket Losses. Participating Settlement Class Members can claim up to a total of \$5,000 per person for out-of-pocket losses incurred as a result of the Data Security Incident, including, without limitation, 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. Expenses must be attested to and supported by documentation substantiating the full extent of the amount claimed (incurred on or after December 19, 2024).

Settlement Class Members submitting a claim for Out-of-Pocket Losses must submit third-party documentation supporting their claims. This can include receipts or other documentation that document the costs incurred but does not include documentation that is "self-prepared" by the claimant. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted

documentation.

What claims am I releasing if I stay in the Settlement Class?

Unless you opt-out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants or Released Parties about any of the Released Claims this Settlement resolves. The “Releases” section of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available for review at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for Settlement Benefits

How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download the Claim Form from the website and mail it to the Claims Administrator at: TBD, Attn: Claims, [\[ADDRESS\]](#).

You may also contact the Claims Administrator to request a Claim Form by calling toll-free 1-[XXX-XXX-XXXX](#), by emailing [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by writing to the address above.

What is the deadline for submitting a claim?

If you are submitting a Claim Form online, you must do so by [\[Claims Deadline\]](#). If you are submitting a claim by U.S. mail, the completed and signed Claim Form, along with any supporting documentation, must be mailed so it is postmarked no later than [\[Claims Deadline\]](#). In the event your mailed claim is not postmarked, it will be deemed timely if received within seven days of [\[Claims Deadline\]](#).

When will the Settlement benefits be issued?

The Court will hold a Final Fairness Hearing on [\[Date\]](#), 2026. If the Court approves the Settlement, there may be appeals. It is always

uncertain whether appeals will be filed and, if so, how long it will take to resolve them.

Settlement benefits will be distributed if the Court grants final approval of the Settlement and after any appeals are resolved, or after the period to seek an appeal has expired.

The Lawyers Representing You

Do I have a lawyer in the case?

Yes, the Court appointed M. Anderson Berry, Brook E. Garberding, and Gregory Haroutunian of Emery Reddy, PC to represent you and other Settlement Class Members as Settlement Class Counsel.

M. Anderson Berry
Brook E. Garberding
Gregory Haroutunian
EMERY REDDY, PC
600 Stewart St., Suite 1100
Seattle, WA 98101

Should I get my own lawyer?

You will not be charged for Settlement Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will Settlement Class Counsel be paid?

Settlement Class Counsel will file a Fee and Expense Application for an award of attorneys' fees not to exceed \$100,000, together with reimbursement for reasonably incurred litigation expenses. If awarded, these fees and expenses will be paid from the Settlement Fund.

Settlement Class Counsel's Fee and Expense Application will also include a request for Service Awards for each of the Settlement Class Representatives not to exceed \$5,000 each (or \$15,000 total) in

recognition of their contributions to this case. The Court may award less than these amounts.

Settlement Class Counsel's Fee and Expense Application will be available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) after it is filed with the Court.

Excluding Yourself from the Settlement

How do I opt-out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendants about the legal issues in this case, there are steps that you must take to exclude yourself from the Settlement Class. This is called requesting an exclusion from, or "opting out" of the Settlement Class. The deadline to submit a request for exclusion from the Settlement is **[Opt-Out Deadline]**.

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the following information:

- (i) the case name and docket number: *Fitch, et al. v. Seattle Public Schools, et al.*, Case No. 25-2-04060-7 SEA, pending in the Superior Court of the State of Washington, King County;
- (ii) Settlement Class Member's full name, address, telephone number, and email address (if any);
- (iii) Settlement Class Member's personal signature; and
- (iv) the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement.

Your request for exclusion must be mailed to the Claims Administrator at the address below, **postmarked no later than [Opt-Out Deadline] (or, if not postmarked, received within seven days of [Opt-Out Deadline])**. You cannot opt out by telephone or by email.

Fitch, et al. v. Seattle Public Schools, et al.

ATTN: Exclusion Request

[ADDRESS 1]

[ADDRESS 2]

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

You may only exclude yourself— not any other person. **Any Settlement Class Member who does not file a timely request for exclusion in accordance with this section will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.**

Commenting on or Objecting to the Settlement

How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and do not like a portion or all of the Settlement, you can object to it, if you choose. You can give reasons why you think the Court should not approve it. The Court will consider your views.

For an objection to be a valid objection under the Settlement, it must include or substantially comply with the following: (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 of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. The Court, in its discretion, may authorize additional discovery of objectors.

To be timely, an objection must be mailed to the Claims Administrator, Proposed Settlement Class Counsel: M. Anderson Berry, Brook E. Garberding, and Gregory Haroutunian of Emery Reddy, PC, 600 Stewart Street, Suite 1100, Seattle, WA 98101; counsel for Seattle Public Schools: Steven Rich of Shook, Hardy, & Bacon, L.L.P., 701 Fifth Avenue, Suite 6800, Seattle, WA 98104; and counsel for Federal Way Public Schools: Logan F. Peppin of Baker & Hostetler LLP, 999 3rd Avenue, Suite 3900, Seattle, WA 98104 and postmarked no later than **[OBJECTION DATE]**. In the event the mailing is not postmarked, it will be deemed timely if received within seven days of [Objection Date].

Fitch, et al. v. Seattle Public Schools, et al.

ATTN: Objection

[ADDRESS 1]

[ADDRESS 2]

What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt-out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Fairness Hearing

When is the Court's Final Fairness Hearing?

The Court will hold a Final Fairness Hearing on **[DATE]** at **[TIME]**, in Courtroom **XXX** of the **[Court Address]** or by virtual or telephonic

means.

At the Final Fairness Hearing, the Court will consider whether to grant final approval to the Settlement, Settlement Class Counsel's Fee and Expense Application, and Service Awards to the Settlement Class Representatives. The Court will also consider any objections to the Settlement that were submitted in accordance with the requirements outlined above.

If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost.

The location, date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

Do I have to come to the Final Fairness Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Fairness Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary.

If I Do Nothing

What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendants and the Released Parties described in Section VIII of the Settlement Agreement about the Released Claims resolved by this Settlement. In addition, if you do nothing, you will not receive any benefits from this Settlement.

Getting More Information

How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you may contact the Claims Administrator by mail, email, or by calling toll-free.

Fitch, et al. v. Seattle Public Schools, et al.
c/o Claims Administrator

[\[SETTLEMENT ADMIN INFORMATION\]](mailto:[SETTLEMENT ADMIN INFORMATION])

[info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

[1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX)

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Court, [\[Address\]](#).

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING QUESTIONS ABOUT THIS SETTLEMENT.

Exhibit C

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

BENJAMIN FITCH, JORDAN
ARONSON, and, KATHRYN ROYSE
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

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

Defendants.

Case No. 25-2-04060-7 SEA

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Before the Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the terms of which are set forth in a Settlement Agreement and Release between Plaintiffs Benjamin Fitch, Jordan Aronson, and Kathryn Royse (“Plaintiffs”) and Defendants Seattle Public Schools (“SPS”) and Federal Way Public Schools (“FWPS”) (SPS and FWPS collectively “Defendants” and together with Plaintiffs, the “Settling 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 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. 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 jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident, or who pleads *nolo contendere* to any such charge.

Settlement Class Representatives and Settlement Class Counsel.

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

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

Preliminary Settlement Approval.

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

Final Fairness Hearing.

6. A Final Fairness Hearing shall be held on [REDACTED], 202 [REDACTED], at the <<COURT LOCATION>>, where the Court will, among other things, determine: (i) whether the proposed settlement of the Litigation on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (ii) whether judgment should be entered for the claims of the Representative Plaintiffs, including the claims of Class Members who have not requested exclusion from the Settlement Class; (iii) whether to approve the payment of attorneys' fees and expenses to Class Counsel; and (iv) whether to approve the payment of Service Awards to the Class Representatives. The Court may adjourn or reschedule the Final Fairness Hearing without further notice to the Settlement Class Members.

Claims Administration and Notice Program.

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

8. The Court approves, as to form, content, and distribution, the Notice plan and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as **Exhibits A, B, and D** and finds that such Notice complies fully with the requirements of CR 23. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that Notice is reasonably calculated, under

all circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement Agreement, and the right to object to the Settlement Agreement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting the publication.

9. The Claims Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

Exclusion from Class.

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

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

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

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

Should the objector wish to appear at the Final Fairness Hearing, they must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on their behalf. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights they may have to appear separately and/or object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the

Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment Order approving the Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Washington Rules of Appellate Practice and not through a collateral attack.

Stay of Action.

13. All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class 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 Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Plaintiff Service Awards	+76 days from Preliminary Approval
Objection Date	+60 days from Notice Commencement Date
Opt-Out Date	+60 days from Notice Commencement Date

Claims Administrator Provide Notice of Opt-Outs and/or Objections	+5 days from Opt-Out and Objection Deadlines
Claims Deadline	+90 days after Notice Commencement Date
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

SO ORDERED THIS _____ DAY OF _____, 2026.

Exhibit D



Superior Court of the State of Washington, King County
Fitch, et al. v. Seattle Public Schools, et al.
Case No. 25-2-Q4060-7 SEA

Class Action Settlement Notice

*Authorized by the Superior Court of the State of Washington,
King County*



Seattle Public Schools and Federal Way Public Schools indicate your information may have been exposed in an alleged Data Security Incident

There is a \$300,000 Settlement of a class action lawsuit.
You may be entitled to Settlement benefits.

To be part of this Settlement, you can respond by [date].
You can visit [website] to learn more.

Description: A \$300,000.00 Settlement has been reached in a class action lawsuit against Seattle Public Schools (“SPS”) and Federal Way Public Schools (“FWPS”) (collectively, “Defendants”) relating to the cyber incident perpetrated against Defendants’ third party vendor Carruth Compliance Consulting, Inc. (“Carruth”) between December 19, 2024 and December 26, 2024, which resulted in the unauthorized access/exfiltration of the private information which Defendants provided Carruth, which gave rise to the Litigation. Defendants deny the allegations and any fault or wrongdoing.

Key things to know:

- Who is included? You are part of the Settlement Class if you are an individual residing in the United States whose personal information was provided by Defendants to Carruth and was compromised in the data breach disclosed by Carruth in January 2025.
- What does the Settlement provide? The Settlement provides the following benefits: (1) compensation for documented Out-of-Pocket Losses up to \$5,000; and (2) *Pro Rata* Cash Payment up to \$599, **Depending on the number of Valid Claims submitted, the ultimate *Pro Rata* Cash Payment may be less than \$599.**
- Claim Deadline: You must file a claim by **[date]** to receive benefits from the Settlement. Claim Forms are available at **[website]**.
- Exclude Yourself: If you do not want to be part of the Settlement, you must exclude yourself by **[Deadline]**. If you exclude yourself, you cannot get benefits from this Settlement.
- Object: If you want to object to the Settlement, you may file an objection by **[Deadline]**.
- No Action: If you take no action, any ruling from the court will apply to you, and you will not be able to sue SPS, or FWPS, or the Released Parties about the same Released Claims resolved in this Settlement.
- Final Fairness Hearing: The Court will hold a Final Fairness Hearing on **[date]** at **[time]** to determine whether to approve the Settlement, and whether to grant Class Counsel's request for attorneys' fees and reimbursement for reasonably incurred litigation expenses, and service awards for appointed Class Representatives.
- If you wish to appear or speak at the Final Fairness Hearing **you must** request the opportunity to do so, consistent with the requirements and deadlines outlined in the **Settlement Agreement**.
- Class Counsel: The Court has appointed M. Anderson Berry, Brook E. Garberding, and Gregory Haroutunian of Emery Reddy, PC as Class Counsel.
- If you have questions or need assistance, please call **[phone number]**.
- You can learn more at **[website]** or by scanning the QR code.
- If you take no action and are a Settlement Class member, any ruling from the court will apply to you, and you will not be able to sue Seattle Public Schools, Federal Way Public Schools, or the Released Parties for the same Released Claims.

Fitch, et al. v. Seattle Public Schools, et al. Data Security Incident Settlement
c/o Claims Administrator
[ADDRESS]

Court-Approved Legal Notice



This is an important Notice
about a class action lawsuit.

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

Fitch, et al. v. Seattle Public Schools, et al. Data Security Incident Settlement
Attn: Claim Forms
[ADDRESS]

2026-07-06 CARRUTH SA wexhibits finalR1

Final Audit Report

2026-07-13

Created:	2026-07-08
By:	Ayrian Hastings (alhastings@seattleschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIVxsfWNz4cj_CS_DDRBF_tBhLUqTcuIE

"2026-07-06 CARRUTH SA wexhibits finalR1" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2026-07-07 - 3:48:31 PM GMT
-  Document created by Ayrian Hastings (alhastings@seattleschools.org)
2026-07-08 - 5:36:07 PM GMT
-  Document emailed to Anita Khandelwal (ankhandelwal@seattleschools.org) for signature
2026-07-08 - 5:37:36 PM GMT
-  Email viewed by Anita Khandelwal (ankhandelwal@seattleschools.org)
2026-07-13 - 10:28:05 PM GMT
-  Document e-signed by Anita Khandelwal (ankhandelwal@seattleschools.org)
Signature Date: 2026-07-13 - 10:28:40 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-07-13 - 10:28:40 PM GMT