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

In re: Clark County, Data Security Litigation

Lead Case No. 25-2-02214-06

**[PROPOSED] FINAL APPROVAL
ORDER**

**[PROPOSED] ORDER GRANTING FINAL APPROVAL
OF THE CLASS ACTION SETTLEMENT**

On May 27, 2026, this Court entered a Preliminary Approval Order¹ of the Settlement between Plaintiffs, individually and on behalf of the Settlement Class, and Defendant Clark County, Washington.

Pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class Members were apprised of the nature and pendency of the Action, the terms of the Settlement Agreement, and their rights to request exclusion, object, and/or appear at the Final Approval Hearing;

On September 30, 2026, the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be entered dismissing all claims in the operative complaint with prejudice. Prior to the Final Approval Hearing, Class Counsel filed a declaration from the Claims Administrator confirming that the Notice Program was completed in accordance with the Parties' instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement, the award of attorneys' fees and costs, and the payment of Service Awards.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement is fair, adequate, and reasonable, having considered the application made by Class Counsel for attorneys' fees, costs, and Service Awards, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED AND DECREED THAT:

1. The Court has jurisdiction the subject matter of this action and over all claims raised

¹ Except as may otherwise be indicated, the capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement Agreement, attached to Plaintiffs' Motion for Preliminary Approval.

1 therein and all Parties thereto, including the Settlement Class Members. The Court also has
2 personal jurisdiction over the Parties and the Settlement Class Members.

3 2. The Settlement was entered into following a mediation with Hon. Ronald Leighton
4 (Ret.) during which the terms of the settlement were negotiated and finalized to resolve the
5 Litigation. .

6 3. The Settlement is, in all respects, fair, reasonable, and adequate, is in the best
7 interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced
8 significant risks, expenses, delays and uncertainties, including as to the outcome, of continued
9 litigation of this complex matter, which further supports the Court's finding that the Settlement is
10 fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court
11 finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as
12 the expense associated with it, weigh in favor of approval of Settlement.

13 4. This Court grants final approval of the Settlement, including, but not limited to, the
14 releases in the Settlement Agreement and the plans for distribution of the Settlement Fund. All
15 Settlement Class Members who have not opted out are bound by the Settlement Agreement and
16 this Final Approval Order and Judgment.

17 5. The Settlement Agreement and every term and provision thereof—including,
18 without limitation, the releases—are incorporated herein as if explicitly set forth herein and shall
19 have the full force of an Order of this Court.

20 6. The Parties shall effectuate the Settlement Agreement in accordance with its terms.

21 **OBJECTIONS AND OPT-OUTS**

22 7. Only three Settlement Class Members requested to opt out of the Settlement.

23 8. No objections were filed by Settlement Class Members. As a result, the Court did
24 not have occasion to consider any objections and finds that objections do not counsel against
25 approval of the Settlement.

26 9. All persons and entities who have not objected to the Settlement in the manner
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1 provided in the Settlement Agreement are deemed to have waived any objections to the Settlement,
2 including, but not limited to, by appeal, collateral attack, or otherwise.

3 **CLASS CERTIFICATION**

4 10. For purposes of the Settlement Agreement and this Final Approval Order and
5 Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement
6 Class:

7 All individuals residing in the United States whose private information was
8 potentially or actually impacted by the Data Security Incident, including all those
9 who were sent notice of the Data Security Incident.

10 Excluded from the Settlement Class are: All persons who are directors or officers
11 of Clark, the Judge assigned to this Action, and the Judge's immediate family and Court
12 staff.

13 11. As used throughout this Order, the term "Settlement Class" shall refer to the
14 Settlement Class defined herein in Paragraph 10.

15 12. The Court determines that for settlement purposes, the Settlement Class meets all
16 the requirements of CR 23(a) and (b), namely that the class is so numerous that joinder of all
17 members is impractical; that there are common issues of law and fact; that the claims of the Class
18 Representatives are typical of absent class members; that the Class Representatives will fairly and
19 adequately protect the interests of the class as they have no interests antagonistic to or in conflict
20 with the Settlement Class and have retained experienced and competent counsel to prosecute this
21 matter; that common issues predominate over any individual issues; and that a class action is the
22 superior means of adjudicating the controversy.

23 13. The Court grants final approval to the appointment of James Reese, Jessica
24 Hardwick, Melissa Parker, and Tanya Severson as the Class Representatives. The Court concludes
25 that the Class Representatives have fairly and adequately represented the Settlement Class and will
26 continue to do so.
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1 14. The Court grants final approval to the appointment of M. Anderson Berry of Emery
2 Reddy, PC as Class Counsel. The Court concludes that Class Counsel has adequately represented
3 the Settlement Class and will continue to do so.

4 **NOTICE TO THE SETTLEMENT CLASS**

5 15. The Court finds that the Notice Program, set forth in the Settlement Agreement and
6 effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the
7 circumstances; was reasonably calculated to provide and did provide due and sufficient notice to
8 the Settlement Class Members of the pendency of the Action, certification of the Settlement Class
9 for settlement purposes only, the existence and terms of the Settlement Agreement, their right to
10 exclude themselves, their right to object to the Settlement, and their right to appear at the Final
11 Approval Hearing; and satisfied the requirements of the due process and all applicable laws.

12 16. The Court finds that Defendant has fully complied with the notice requirements of
13 CR 23(e).

14 **AWARD OF ATTORNEY'S FEES AND SERVICE AWARDS**

15 17. The Court has considered Class Counsels' Motion for Attorneys' Fees, Costs, and
16 Service Awards.

17 18. The Court awards Class Counsel \$266,666.67 in attorneys' fees and \$5,649.42 in
18 costs to be paid in accordance with the Settlement Agreement, and the Court finds this amount of
19 fees, costs, and expenses to be fair and reasonable. This award of attorneys' fees and costs shall
20 be paid from the Settlement Fund in accordance with the Settlement Agreement. This award of
21 attorneys' fees and costs is independent of the Court's consideration of the fairness,
22 reasonableness, and adequacy of the Settlement.

23 19. The Court grants Class Counsel's request for Service Awards of \$5,000.00 to each
24 Class Representative. These Service Awards shall be paid from the Settlement Fund in accordance
25 with the Settlement Agreement.

OTHER PROVISIONS

20. The Parties to the Settlement Agreement shall carry out their respective obligations thereunder.

21. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the Settlement Class Members submitting Valid Claims, pursuant to the terms and conditions of the Settlement Agreement.

22. As of 60 days after the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of this Judgement shall have fully, finally, and forever discharged all Released Claims against the Released Persons. As of 60 days after the Effective Date, the Released Persons shall be deemed to have, and by operation of this Judgement shall have fully, finally, and forever discharged the Settlement Class Representatives, the Settlement Class Members, and Class Counsel, of all claims based upon the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement.

23. "Released Parties" has the meaning set forth in the Settlement Agreement.

24. "Released Claims" shall have the meaning set forth in the Settlement Agreement.

25. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, and proceedings relating to the Settlement Agreement shall not be offered or received against Defendant as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendant with respect to the truth of any fact alleged by any Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Defendant; provided, however, that nothing in the foregoing, the Settlement Agreement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement Agreement or this Final Approval Order and

1 Judgment in a proceeding to consummate or enforce the Settlement Agreement or this Final
2 Approval Order and Judgment (including all releases in the Settlement Agreement and Final
3 Approval Order and Judgment), or to defend against the assertion of any Released Claims in any
4 other proceeding, or as otherwise required by law.

5 26. This Final Approval Order and Judgment and the Settlement Agreement, and all
6 acts, statements, documents, and proceedings relating to the Settlement Agreement are not, and
7 shall not be construed as or received in evidence as an admission, concession, or presumption
8 against any Class Representative or any Settlement Class Member that any of their claims are
9 without merit, or that any defense asserted by Defendant has any merit, or that damages
10 recoverable in the Action would not have exceeded the Settlement Fund.

11 27. The Settlement Agreement (including without limitation the releases therein) shall
12 be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future
13 lawsuits or other proceedings as to Released Claims that are brought, initiated, or maintained by,
14 or on behalf of, any Settlement Class Member who did not submit a valid opt-out or any other
15 person subject to the provisions of this Final Approval Order and Judgment.

16 28. The Court hereby dismisses the Action and the operative complaint and all claims
17 therein on the merits and with prejudice, without fees or costs to any Party except as provided in
18 this Final Approval Order and Judgment.

19 29. If the Effective Date, as defined in the Settlement Agreement, does not occur for
20 any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be
21 deemed vacated and shall have no force and effect whatsoever; the Settlement Agreement shall be
22 considered null and void; all of the Parties' obligations under the Settlement Agreement, the
23 Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any
24 force and effect, and the Parties shall return to the *status quo ante* in the Action as if the Parties
25 had not entered into the Settlement Agreement. In such an event, the Parties shall be restored to
26 their respective positions in the Action as if the Settlement Agreement had never been entered into
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1 (and without prejudice to any of the Parties' respective positions on the issue of class certification
2 or any other issue).

3 30. Without affecting the finality of this Final Approval Order and Judgment, the Court
4 will retain exclusive jurisdiction over the subject matter and the Parties with respect to the
5 interpretation and implementation of the Settlement Agreement for all purposes, including
6 enforcement of its terms at the request of any party, and resolution of any disputes that may arise
7 relating in any way to the implementation of the Settlement Agreement or the implementation of
8 this Final Order and Judgment.

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10 IT IS SO ORDERED this ____ day of _____, 2026.

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13 Honorable Camara L. Banfield
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