

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

FILED  
2026 APR 24 09:06 AM  
KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED  
CASE #: 25-2-11395-7 SEA

The Hon. David Keenan  
Hearing Date: April 24, 2026  
Hearing Time: 9:00 a.m.  
With Oral Argument

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

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

Plaintiffs,

v.

HIGHLINE SCHOOL DISTRICT NO. 401,

Defendant.

No. 25-2-11395-7 SEA

**FINAL APPROVAL ORDER AND JUDGMENT  
GRANTING PLAINTIFFS' MOTIONS FOR FINAL APPROVAL AND FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

**FINAL APPROVAL ORDER AND JUDGMENT**

This matter is before the Court on Plaintiffs' Motion for Final Approval of Class Action Settlement (the "Final Approval Motion") and Plaintiffs' Unopposed Motion for an Award of Attorneys' Fees, Costs, and Service Awards (the "Fees, Costs, and Service Awards Motion").

WHEREAS, Plaintiffs Y.G.R., V.G.R., minors, by and through their parent and guardian, Ana G. Robles Solis ("Plaintiffs") individually and on behalf of all others similarly situated, and Highline School District NO. 401 ("Defendant" or "Highline") have entered into a Settlement

1 Agreement<sup>1</sup> that settles the above-captioned litigation and provides for a complete dismissal with  
2 prejudice of the claims asserted against Defendant on the terms and conditions set forth in the  
3 Settlement;

4 WHEREAS, Plaintiffs made an application, pursuant to Rule 23 of the Washington Rules  
5 of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the  
6 Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only,  
7 appointing Plaintiffs as Class Representatives, appointing Interim Class Counsel as counsel for  
8 the Settlement Class, appointing CPT Group (“CPT”) as Claims Administrator, and allowing  
9 notice to Settlement Class Members as more fully described herein;

10 WHEREAS, on December 19, 2025, the Court entered an order (the “Preliminary  
11 Approval Order”) granting preliminary approval to the Settlement and approving the form and  
12 manner for providing notice to the Settlement Class;

13 WHEREAS, following the Court’s Preliminary Approval Order, and in accordance with  
14 notice plan set forth in the Settlement Agreement and the Preliminary Approval Order, the  
15 Settlement Class was apprised of the nature and pendency of the Litigation, the terms of the  
16 settlement, and their rights to request exclusion, object, and/or appear and the Final Approval  
17 Hearing;

18 WHEREAS, on March 5, 2026, Plaintiffs filed an Unopposed Motion for an Award of  
19 Attorneys’ Fees, Costs, and Service Awards, with an accompanying declaration from M.  
20 Anderson Berry setting forth Class Counsel’s time and expenses (the “Fee, Costs, and Service  
21 Awards Motion”);

22  
23  
24  
25 <sup>1</sup> The terms of the settlement are set forth in the Settlement Agreement with accompanying exhibits  
26 attached as Exhibit 2 to the Declaration of Timothy W. Emery in Support of Plaintiff’s Unopposed  
Motion for Preliminary Approval of Class Action Settlement filed on November 20, 2025 (the “Settlement  
Agreement”).

1           WHEREAS, on March 27, 2026, Plaintiffs filed a Motion for Final Approval of Class  
2 Action Settlement (“Final Approval Motion”) with an accompanying declaration from Irvin  
3 Garcia of CPT in support of the Final Approval Motion;

4           WHEREAS, on April 24, 2026, the Court held a Final Fairness Hearing to determine  
5 whether the proposed settlement is fair, reasonable and adequate and whether judgment should  
6 be entered dismissing this Action with prejudice;

7           WHEREAS the Court has read and considered (a) Plaintiffs’ Final Approval Motion and  
8 Plaintiffs’ Fee, Costs, and Service Awards Motion (together, the “Motions”) and all supporting  
9 materials, including but not limited to the Settlement Agreement and the exhibits thereto; (b) any  
10 objections filed with or presented to the Court; and (c) the Parties’ responses to any objections;  
11 and

12           WHEREAS the Court, having given an opportunity to be heard to all requesting persons  
13 in accordance with the Preliminary Approval Order; having heard the presentation of Class  
14 Counsel; having heard from any objectors appearing at the hearing and having reviewed all of  
15 the submissions presented with respect to the proposed Settlement; having determined that the  
16 settlement is fair, reasonable, and adequate; having considered the application made by Class  
17 Counsel for attorneys’ fees, costs, and service awards to the Class Representatives, and having  
18 reviewed the materials in support of that application; and finding good cause appearing in the  
19 record to grant the Motions,

20           **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**  
21 **that:**

22           1.       The Final Approval Motion and the Fees, Costs, and Service Awards Motion are  
23 **GRANTED** as stated herein.

24           2.       The Court has jurisdiction over the subject matter of this Litigation, all claims  
25 raised therein, and all Parties thereto, including the Settlement Class.



1 **CERTIFICATION OF THE SETTLEMENT CLASS**

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

4 **Settlement Class:**

5 All individuals residing in the United States who received a notice pertaining to  
6 Highline’s Data Security Incident. Class Members specifically excludes all person  
7 who are directors or officers of Highline, the Judge assigned to the Action, and  
8 that Judge’s immediate family and Court staff..

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

13 10. The Court grants final approval to the appointment of original Plaintiffs Y.G.R.,  
14 V.G.R., by and through their parent and guardian, Ana G. Robles Solis, and Representative  
15 Plaintiff Aaron Jenkins, as Class Representatives and concludes that they have fairly and  
16 adequately represented the Settlement Class and shall continue to do so.

17 11. The Court grants final approval to the appointment of Timothy W. Emery and M.  
18 Anderson Berry of Emery Reddy, PC as Settlement Class Counsel. Class Counsel has fairly and  
19 adequately represented the Settlement Classes and shall continue to do so.

20 **NOTICE TO THE CLASS**

21 12. The Court finds that the Notice Program provided for in the Settlement Agreement  
22 and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable  
23 under the circumstances; (ii) was reasonably calculated to provide, and did provide due and  
24 sufficient notice to the Settlement Class regarding the existence and nature of the Action,  
25 certification of the Settlement Class for settlement purposes only, the existence and terms of the  
26 Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from  
the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under

1 the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil  
2 Procedure, the United States Constitution, and all other applicable law.

3 **ATTORNEYS' FEES AND COSTS, SERVICE AWARD**

4 13. The Court awards Class Counsel \$216,645.00 for attorneys' fees and \$980.64 for  
5 reimbursement of costs and expenses, for a total award of \$217,625.64. The Court finds this  
6 amount to be fair and reasonable. Payment shall be made pursuant to the procedures in the  
7 Settlement Agreement.

8 14. The Court awards a Total Service Award of \$15,000 to be allocated between the  
9 three (3) Class Representatives. The Court finds such amounts are justified by the Class  
10 Representative's service to the Settlement Class. Payment shall be made from the Settlement  
11 Fund pursuant to the Settlement Agreement.

12 **RELEASE**

13 15. Each Settlement Class Member, including the Class Representatives, are deemed  
14 to have, and by operation of the Judgment shall have, fully, finally, and forever released,  
15 relinquished, and discharged all Released Claims as defined in the Settlement Agreement and  
16 including unknown claims. The full terms of the release described in this paragraph are set forth  
17 in paragraphs 1.24-1.26 and 8.1 of the Settlement Agreement and are specifically approved and  
18 incorporated herein by this reference (the "Release"). Further, upon the Effective Date, and to  
19 the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall  
20 directly, indirectly, or in any representative capacity, be permanently barred and enjoined from  
21 commencing, prosecuting, or participating in any recovery in any action in this or any other  
22 forum (other than participation in this Settlement Agreement as provided herein) in which any of  
23 the Released Claims is asserted.

24 16. The Settlement Agreement and this Final Judgment and Order apply to all claims  
25 or causes of action settled under the Settlement Agreement, and binds Class Representatives and  
26 all Settlement Class Members who did not properly request exclusion. The Settlement Agreement

1 and this Final Approval Order and Judgment shall have maximum res judicata, collateral  
2 estoppel, and all other preclusive effect in any and all causes of action, claims for relief, suits,  
3 demands, petitions, or any other challenges or allegations that arise out of or relate to the subject  
4 matter of the Cases.

5 **OTHER PROVISIONS**

6 17. The Court directs the Parties and their counsel to implement and consummate the  
7 Settlement Agreement and make available to Settlement Class Members the relief provided for  
8 therein, in accordance with the Settlement Agreement's terms and provisions.

9 18. The Settlement Agreement and this Final Approval Order and Judgment, and all  
10 documents, supporting materials, representations, statements and proceedings relating to the  
11 settlement, are not, and shall not be construed as, used as, or deemed evidence of, any admission  
12 by or against Defendant of liability, fault, wrongdoing, or violation of any law, or of the validity  
13 or certifiability for litigation purposes of the Settlement Class or any claims that were or could  
14 have been asserted in the Action.

15 19. The Settlement Agreement and this Final Approval Order and Judgment, and all  
16 documents, supporting materials, representations, statements and proceedings relating to the  
17 settlement shall not be offered or received into evidence, and are not admissible into evidence,  
18 in any action or proceeding, except that the Settlement Agreement and this Final Approval Order  
19 and Judgment may be filed in any action by any Defendant or the Settlement Class Members  
20 seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment.

21 20. If the Effective Date does not occur for any reason, the Action will revert to the  
22 status that existed before the Settlement Agreement's execution date, and the Parties shall be  
23 restored to their respective positions in the Action as if the Settlement Agreement had never been  
24 entered into. No term or draft of the Settlement Agreement, or any part of the Parties' settlement  
25 discussions, negotiations, or documentation, will have any effect or be admissible in evidence  
26 for any purpose in the Litigation.

1           21.     Without affecting the finality of this Final Approval Order and Judgment, the  
2 Court will retain jurisdiction over this Action and the Parties with respect to interpretation,  
3 implementation and enforcement of the Settlement Agreement for all purposes.

4           22.     The Court hereby dismisses the Action in its entirety with prejudice, and without  
5 fees or costs except as otherwise provided for herein.

6           **NOW, THEREFORE**, the Court hereby enters judgment in this matter pursuant to the  
7 Washington Rules of Civil Procedure.

8           **IT IS SO ORDERED.**

9  
10  
11 Dated: \_\_\_\_\_

\_\_\_\_\_   
The Honorable David Keenan  
Superior Court Judge, King County

12  
13  
14 *Presented By:*

15 Timothy W. Emery, WSBA No. 34078  
16 M. Anderson Berry, WSBA No. 63160  
17 Brook E. Garberding, WSBA No. 37140  
18 Gregory Haroutunian\*  
19 Brandon P. Jack\*

20 **EMERY | REDDY, PC**  
21 600 Stewart Street, Suite 1100  
22 Seattle, WA 98101  
23 Phone: (206) 442-9106  
24 Fax: (206) 441-9711  
25 Email: emeryt@emeryreddy.com  
26 Email: anderson@emeryreddy.com  
Email: brook@emeryreddy.com  
Email: gregory@emeryreddy.com  
Email: brandon@emeryreddy.com

*\*Pro Hac Vice forthcoming*

*Counsel for Plaintiffs and the Proposed Class*

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

Case Number: 25-2-11395-7 SEA  
Case Title: ROBLES SOLIS ET AL VS HIGHLINE SCHOOL DIST NO 401  
Document Title: Order  
Date Signed: 04/24/2026



---

Judge: David Keenan

Key/ID Number: \*366104710\*  
Page Count: This document contains 8 page(s) plus this signature page.