

FILED

The Honorable Michael Scott

2025 DEC 19 11:27 AM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 25-2-11395-7 SFA

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

Y.G.R. and 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

**ORDER GRANTING PRELIMINARILY
APPROVAL OF CLASS ACTION
SETTLEMENT**

[CLERK'S ACTION REQUIRED]

This matter is before the Court on Plaintiffs Y.G.R. and V.G.R., minors, by and through their parent and guardian, Ana G. Robles Solis’ (“Plaintiffs”) unopposed motion for preliminary approval of class action settlement (“Motion”). Plaintiffs, individually and on behalf of the proposed Settlement Class, and Defendant Highland School District No. 401 (“Defendant”) have entered into a Settlement Agreement dated October 23, 2025, that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

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

2. The Court has jurisdiction over this litigation, Representative Plaintiffs,

1 Defendant, Settlement Class Members, and any party to any agreement that is part of or related
2 to the Settlement Agreement.

3 **PRELIMINARY APPROVAL**

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

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

12 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

13 5. Pursuant to CR 23, the Court preliminarily certifies, for settlement purposes only,
14 the Settlement Class defined in the Settlement Agreement as follows:

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

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

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

27 7. The Court preliminarily finds that the Settlement Class satisfies the requirements

of Washington CR 23 for settlement purposes: (1) the questions of law or fact common to the Settlement Class predominate over individual questions; and (2) class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

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

9. The Court hereby appoints Timothy W. Emery and M. Anderson Berry of Emery Reddy, PC as Settlement Class Counsel (collectively, “Class Counsel” or “Settlement Class Counsel”).

NOTICE AND ADMINISTRATION

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

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

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

EXCLUSIONS AND OBJECTIONS

13. Settlement Class Members who wish to opt-out and exclude themselves from the Settlement Class may do so by notifying the Claims Administrator in writing, postmarked no later

1 than 60 days after the Notice Commencement Date. To be valid, each request for exclusion must
2 be individually signed and timely submitted to the designated Post Office box established by the
3 Claims Administrator. The written notice must clearly manifest a Settlement Class Member's
4 intent to opt-out of the Settlement Class. All Requests for Exclusion must be submitted
5 individually in connection with a Settlement Class Member, i.e., one request is required for every
6 Settlement Class Member seeking exclusion.

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

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

1 postmark date no later than the Objection Date, to the Court with mailed copies to Class Counsel
2 and Defendant's Counsel: Timothy W. Emery of Emery Reddy, PC, 600 Stewart Street, Suite
3 1100, Seattle, WA 98101; and counsel for Defendant, Amanda Harvey, Mullen Coughlin LLC,
4 1452 Hughes Rd. Suite 200, Grapevine, TX 76051. For all objections mailed to Class Counsel
5 and counsel for Defendant, Settlement Class Counsel will file them with the Court with the
6 Motion for Final Approval of Settlement.

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

12 **FINAL APPROVAL HEARING**

13 17. The Court will hold a Final Fairness Hearing on Friday April 24, 2026, at 9:00am
14 or later based on the Court's availability.

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

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

22 **DEADLINES, INJUNCTION & TERMINATION**

23 Event	24 Date
25 Defendant to provide Settlement Class Member data to Claims Administrator	14 days after entry of this Order
26 Notice Program per Settlement Agreement commences	30 days after entry of this Order
27 Class Counsel's Motion for Attorneys' Fees and Costs and Service Award	14 days prior to the Objection Deadline

1	Opt-Out and Objection Deadlines	60 days after the Notice Commencement Date
2	Motion for Final Approval	28 days prior to the Final Approval Hearing
3	Replies in Support of Motion for Final Approval and Motion for Attorneys' Fees and Costs and Service Award	14 days prior to the Final Approval Hearing
4	Final Approval Hearing	At the Court's convenience at least 125 days after entry of this Order

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

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

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

1 ***IT IS SO ORDERED***

2 DATED 12/19/2025

3

4 By: *Electronic signature attached*
5 The Honorable Michael R. Scott
6 King County Superior Court Judge

7 Presented by:

8

9 **EMERY REDDY, PC**

10

11 By: */s/ Brook E. Garberding*
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26 *Counsel for Plaintiff and the Proposed Class*

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

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Case Title: ROBLES SOLIS ET AL VS HIGHLINE SCHOOL DIST NO 401
Document Title: Order
Date Signed: 12/19/2025



Judge: Michael Ramsey Scott

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