

The Honorable Angelica Williams
Hearing Date: February 28, 2025
Hearing Time: 9:00 a.m.
With Oral Argument

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

SALLY MCAULEY, et al., individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

PIERCE COLLEGE DISTRICT,

Defendant.

No. 23-2-11064-7

~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL,
GRANTING MOTION FOR
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS, AS AMENDED,
AND ENTERING JUDGMENT

This Court entered an order granting preliminary approval of the Settlement between Plaintiffs Sally McAuley, Amber Cooper, Alex Neigel, April Perez, Logan Knapp, James Mikita, Robby Luthy, Peter Clement, Mercedes Freund, Dale Jarrell, Ben McAuley, Karlee Pangis, Ray Shepherd, Jessica Hogan, Aman Centers, Jessica Bodas, and Dennis Liberatore (“Plaintiffs”), on their own behalf and on behalf of the Settlement Class, and Defendant Pierce College District (“Defendant”) on October 18, 2024 (the “Preliminary Approval Order”). Plaintiffs submitted the Settlement Agreement to the Court along with their Unopposed Motion for Preliminary Approval of Class Action Settlement (as Exhibit 1 to the Declaration of Timothy W. Emery in Support of Motion for Preliminary Approval).

~~PROPOSED~~ ORDER GRANTING MOTION FOR
FINAL APPROVAL, GRANTING MOTION FOR
ATTORNEYS' FEES, COSTS, AND SERVICE
AWARDS, AS AMENDED, AND ENTERING
JUDGMENT - 1

TOUSLEY BRAIN STEPHENS PLLC
1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
TEL: (206) 682-5600 • FAX: 206.682.2992

1 On December 2, 2024, under the terms of the notice requirements set forth in the
2 Settlement Agreement and the Preliminary Approval Order, the Settlement Class was apprised of
3 the nature and pendency of the Litigation, the terms of the Settlement, and their rights to request
4 exclusion, object, and/or appear at the Final Approval Hearing.
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6 On January 17, 2025, Plaintiffs filed their Motion for Final Approval of Class Action
7 Settlement (“Final Approval Motion”) and accompanying Declaration of Carole Thompson of
8 CPT Group, Inc. in connection with seeking Final Approval of the Settlement. Class Counsel also
9 filed their Unopposed Motion for an Award of Attorneys’ Fees, Costs, and Service Awards (as
10 amended), with an accompanying declaration from Timothy W. Emery setting forth Class
11 Counsel’s time and expenses (the “Fee Application”).
12

13 On February 28, 2025, the Court held a Final Approval Hearing to determine, among other
14 things, (1) whether the Settlement is fair, reasonable, and adequate and (2) whether the Court
15 should enter judgment dismissing all claims in the Complaint with prejudice. Prior to the Final
16 Approval Hearing, and as noted above, Class Counsel filed the Declaration of Carole Thompson
17 of CPT Group, Inc. in connection with seeking Final Approval of the Settlement, confirming that
18 the Notice Program was completed in accordance with the Parties’ instructions and the
19 Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were
20 properly notified of their right to appear at the Final Approval Hearing in support of, or in
21 opposition to, the proposed Settlement; the award of attorneys’ fees, costs, and expenses; and the
22 payment of service awards to the Class Representatives.
23

24 Having given an opportunity to be heard to all requesting persons in accordance with the
25 Preliminary Approval Order; having heard the presentation of Class Counsel and counsel for
26 Pierce College District; having reviewed all of the submissions presented with respect to the
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1 proposed Settlement; having determined that the Settlement is fair, reasonable, and adequate;
2 having considered the amended application made by Class Counsel for attorneys' fees, costs, and
3 service awards to the Class Representatives, and having reviewed the materials in support of that
4 amended application; and having found good cause appearing in the record, Plaintiffs' Final
5 Approval Motion is **GRANTED**, Class Counsel's Amended Fee Application is **GRANTED**, and:
6

7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

8 1. The Court has jurisdiction over the subject matter of this Litigation and over all
9 claims raised therein. The Court also has personal jurisdiction over the Parties and the Settlement
10 Class Members.

11 2. Unless otherwise defined herein, capitalized terms appearing in this Final Approval
12 Order and Judgment shall have the same meaning as used in the Settlement Agreement.

13 3. The Parties entered into the Settlement in good faith following arms-length
14 negotiations before an experienced mediator, and the Settlement is non-collusive.

15 4. The Settlement is, in all respects, fair, reasonable, and adequate, in the best interests
16 of the Settlement Class, satisfies Civil Rule 23, and is therefore approved. The Court finds that the
17 Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome of
18 continued litigation in this matter, which further supports the Court's finding that the Settlement
19 is fair, reasonable, adequate, and in the best interests of the Settlement Class.
20

21 5. The Court grants final approval of the Settlement, including, but not limited to, the
22 releases in the Settlement Agreement and the plans for distribution of the Settlement relief.
23 Therefore, all Settlement Class Members (defined as "Person(s) who falls within the definition of
24 the Settlement Class and is/are not a Successful Opt-Out") are bound by the Settlement Agreement
25 and this Final Approval Order and Judgment.
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1 6. The Settlement Agreement and every term and provision thereof shall be deemed
2 incorporated herein and shall have the full force of an order of this Court.

3 7. The Parties shall effectuate the Settlement Agreement in accordance with its terms.
4

5 **CLASS CERTIFICATION**

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

8 [A]ll individuals residing in the United States to whom Defendant or its authorized
9 representatives sent a notice concerning the July 2023 Data Security Incident
10 announced by Defendant. Class Members specifically excludes all persons who are
11 directors or officers of Pierce College, the Judge assigned to the Action, and that
12 Judge’s immediate family and Court staff.

13 9. Also excluded from the Settlement Class are any Settlement Class Member(s) who
14 timely opt out of the Settlement.

15 10. The Court finds that for settlement purposes, the Settlement Class meets all the
16 requirements of CR 23(a) and (b)(3), namely, that the Settlement Class is so numerous that joinder
17 of all members is impractical; there are common issues of law and fact; the claims of the
18 Settlement Class Representatives are typical of absent Settlement Class Members; the Settlement
19 Class Representatives have fairly and adequately protected, and will continue to protect, the
20 interests of the Settlement Class, as they have no interests antagonistic to or in conflict with the
21 Settlement Class and have retained experienced and competent counsel to prosecute this matter;
22 common issues predominate over any individual issues; and a class action is superior to any
23 alternative means of adjudicating the controversy.

24 11. The Court grants Final Approval of Plaintiffs as the Settlement Class
25 Representatives. The Court concludes that the Settlement Class Representatives have fairly and
26 adequately represented the Settlement Class and will continue to do so.
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1 12. The Court confirms its appointment of Timothy W. Emery of Emery Reddy, PLLC;
2 Kaleigh N. Boyd of Tousley Brain Stephens PLLC; M. Anderson Berry of Clayco C. Arnold, a
3 Professional Corp.; Daniel Srourian of Srourian Law Firm, P.C.; and Tyler J. Bean of Siri &
4 Glimstad LLP as Settlement Class Counsel. The Court concludes that Settlement Class Counsel
5 have adequately represented the Settlement Class and will continue to do so.
6

7 **NOTICE TO THE SETTLEMENT CLASS**

8 13. The Court finds that the Notice Program, as set forth in the Settlement, and
9 effectuated pursuant to the Preliminary Approval Order, satisfied CR 23(c)(2), was the best Notice
10 practicable under the circumstances, was reasonably calculated to provide—and did provide—due
11 and sufficient Notice to the Settlement Class of: the pendency of the Litigation; certification of
12 the Settlement Class for settlement purposes only; the existence and terms of the Settlement
13 Agreement; the identity of Settlement Class Counsel and appropriate information about Settlement
14 Class Counsel’s then-forthcoming application for attorneys’ fees and service awards to the Class
15 Representatives; appropriate information about how to participate in the Settlement; Settlement
16 Class Members’ right to exclude themselves; their right to object to the Settlement and to appear
17 at the Final Approval Hearing, through counsel if desired; and appropriate instructions as to how
18 to obtain additional information regarding this Litigation and the Settlement. In addition, pursuant
19 to CR 23(c)(2)(B), the Notice properly informed Settlement Class Members that any Settlement
20 Class Member who failed to opt-out would be prohibited from bringing a lawsuit against Pierce
21 College District based on or arising out of any of the claims asserted by Plaintiffs, and it satisfied
22 the other requirements of the Civil Rules.
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1 14. The Settlement Administrator's fees, as well as all other costs and expenses
2 associated with Notice and Claims Administration, will continue to be paid out of the Settlement
3 Fund as provided in the Settlement Agreement.
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6 **OBJECTIONS AND OPT-OUTS**

7 15. Two individuals timely opted out of the Settlement.

8 16. No objections were received.

9 17. No Settlement Class Members appeared at the Final Approval Hearing.

10 18. All Settlement Class Members who have not objected to the Settlement in the
11 manner provided in the Settlement Agreement are deemed to have waived any objections to the
12 Settlement, including by appeal, collateral attack, or otherwise.
13

14 **AWARD OF ATTORNEYS' FEES, COSTS, AND INCENTIVE AWARDS**

15 19. The Court has considered Settlement Class Counsel's Amended Fee Application
16 along with the declaration submitted by Counsel setting forth their time and expenses incurred in
17 connection with this Litigation.

18 20. The Court finds that the attorneys' fees requested by Settlement Class Counsel are
19 fair and reasonable, given: (1) the exceptional results achieved for the Settlement Class; (2) the
20 risks Class Counsel faced; (3) the case was handled on a contingency basis; (4) the market rates
21 for attorneys' fees; (5) the skill demonstrated by Class Counsel; and (6) the burdens Class Counsel
22 experienced while litigating the case. The Court further finds that an award of \$400,000.00 in
23 attorneys' fees and costs is reasonable when considering it in proportion to the benefits made
24 available to, and claimed by, the Settlement Class. The fee request is in line with the benchmark
25 of 30 percent and is therefore reasonable. Accordingly, Class Counsel is hereby awarded
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1 \$400,000.00 in attorneys' fees and costs, to be paid from the Settlement Fund. This award of
2 attorneys' fees and costs is independent of the Court's consideration of the fairness,
3 reasonableness, and adequacy of the Settlement.

4 21. The Court further finds that the requested service award of \$61,000.00, to be
5 divided among the Settlement Class Representatives, as provided in the Settlement Agreement, is
6 fair and reasonable, given the time and effort expended by the Settlement Class Representatives
7 on behalf of the Settlement Class. Pursuant to the Settlement Agreement, the incentive awards are
8 to be paid from the Settlement Fund.

9
10 **OTHER PROVISIONS**

11 22. The Parties to the Settlement shall carry out their respective obligations as set forth
12 in the Settlement Agreement.

13 23. Within the time period set forth in the Settlement, the relief provided for in the
14 Settlement shall be made available to the Settlement Class Members submitting valid Claim Forms
15 under the terms and conditions of the Settlement Agreement.

16 24. The Releases set forth in the Settlement Agreement, including those described in
17 Paragraphs 8.1–8.3, are incorporated herein, and—as of the Effective Date, and by operation of
18 this Final Approval Order and Judgment—shall be binding and effective upon all Settlement Class
19 Members who have not properly excluded themselves from the Settlement Class.


20 25. The Court hereby dismisses the Litigation, the Complaint, and all claims therein
21 on the merits and with prejudice, without fees or costs to any party, except as provided in this
22 Final Approval Order and Judgment.

23 26. There being no just reason for delay, the Court, in the interests of justice, enters
24 this Final Approval Order and Judgment, which shall be deemed a final judgment upon entry.

1 Without affecting the finality of this Judgment in any way, the Court hereby retains continuing
2 jurisdiction over: (1) implementation of the Settlement; (2) further proceedings, if necessary, on
3 applications for attorneys' fees, expenses, and costs in connection with the Litigation and the
4 Settlement; and (3) the Parties and the Settlement Class Members for the purpose of construing,
5 enforcing, and administering the Settlement Agreement and all orders and judgments entered in
6 connection therewith.
7

8 IT IS SO ORDERED.

9 DATED this 28th day of February 2025.

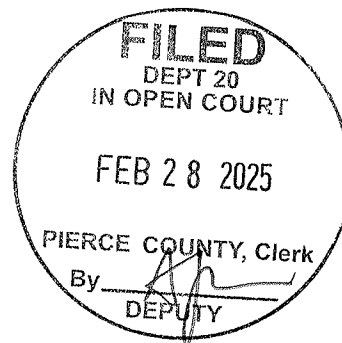
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11  **ANGELICA WILLIAMS**
12 Hon. Angelica Williams

13
14 *Presented By:*

15
16 By: /s/Kaleigh N. Boyd

17 Kaleigh N. Boyd, WSBA No. 52684
18 **TOUSLEY BRAIN STEPHENS PLLC**
19 1200 Fifth Avenue, Suite 1700
20 Seattle, WA 98101
21 Phone: (206) 682-5600
22 Fax: (206) 682-2992
23 Email: kboyd@tousley.com

24 Timothy W. Emery, WSBA No. 34078
25 Patrick B. Reddy, WSBA No. 34092
26 Brook E. Garberding, WSBA No. 37140
27 Paul Cipriani, WSBA No. 59991
EMERY REDDY, PLLC
600 Stewart Street, Suite 1100
Seattle, WA 98101
Phone: (206) 442-9106
Fax: (206) 441-9711
Email: emeryt@emeryreddy.com
Email: reddyp@emeryreddy.com



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1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
TEL: (206) 682-5600 • FAX: 206.682.2992

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Email: brook@emeryreddy.com
Email: paul@emeryreddy.com

M. Anderson Berry, WSBA No. 63160
CLAYEO C. ARNOLD,
A PROFESSIONAL CORP.
865 Howe Avenue
Sacramento, CA 95825
Phone: (916) 239-4778
Fax: (916) 924-1829
Email: aberry@justice4you.com

Daniel Srourian (*Pro Hac Vice*)
SROURIAN LAW FIRM, P.C.
3435 Wilshire Blvd., Ste. 1710
Los Angeles, CA 90010
Phone: (213) 474-3800
Email: daniel@slfla.com

Tyler J. Bean (*Pro Hac Vice*)
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, NY 10151
Phone: (212) 532-1091
Email: tbean@sirillp.com

Attorneys for Plaintiffs and the Class

1 **CERTIFICATE OF SERVICE**

2 I declare and state that I am a citizen of the United States and resident of the state of
3 Washington, over the age of 18 years, not a party to the above-entitled action, and am competent
4 to be a witness herein. My business address and telephone number are 1700 Seventh Avenue,
5 Suite 2200, Seattle, Washington 98101, telephone 206.682.5600.
6

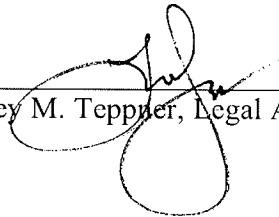
7 On February 25, 2025, I caused to be served the foregoing document on the individual
8 named below via email:

9 Paul James Bruene
10 999 3rd Ave Ste 3900
11 Seattle, WA 98104-4076
12 pbruene@bakerlaw.com

13 *Attorney for Defendant*

14 I declare under penalty of perjury under the laws of the state of Washington and the
15 United States that the foregoing is true and correct.

16 Executed this 25th day of February, 2025, at Seattle, Washington.

17
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19 
20 Linsey M. Teppner, Legal Assistant