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 **PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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I. INTRODUCTION

Plaintiffs,[1] individually, and on behalf of the Settlement Class, and Class Counsel respectfully move this Court for an order granting Final Approval of the class action Settlement with Defendant Clark County. In support of this Motion, Plaintiffs rely on the Declaration of M. Anderson Berry in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement, which was previously filed with the Court ("Berry Decl."); the Declaration of Stephanie Saunders, Esq. of Angeion Group, LLC re: Implementation of Notice & Settlement Administration and its attachments ("Admin Decl."); Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and supporting documents; all other pleadings and papers on file in this Action; and any oral argument that may be heard by this Court prior to the Final Approval Hearing presently scheduled for September 30, 2026. In advance of the Final Approval Hearing, Plaintiffs will respond to any untimely objections, provide the Court with updated claims rate information, and submit a Proposed Final Order and Judgment.

The Court granted Preliminary Approval of the Settlement on May 27, 2026, which provides for Defendant's payment of a non-reversionary Settlement Fund of $800,000.00, and substantial benefits to the Settlement Class, including cash payments of up to $5,000.00 in documented out-of-pocket losses incurred as a result of the Data Security Incident. If Compensation for Out-of-Pocket Losses, Claims Administration Costs, Service Awards to Class Representatives, and the award of attorney's fees and reimbursement of litigation expenses do not exceed the $800,000.00 Settlement Fund, all remaining funds will be distributed on a per class member basis to all Class Members who submitted a Valid Claim for such Pro Rata Cash Fund Payments. *Id.*

Notice was administrated by the Claims Administrator, Angeion Group LLC ("Angeion"), as approved by the Court and reached approximately 87.5% of the Class: administration included

[1] All capitalized terms herein shall have the same meanings as those defined in Section I of the Settlement Agreement ("S.A."), submitted with Plaintiffs' Motion for Preliminary Approval.

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individual direct mailing, remailing of postcards returned undeliverable, maintenance of a Settlement Website, and availability of a toll-free telephone line. As of the date of this motion, only three individuals out of over 76,000 Settlement Class Members have requested to opt-out of the Settlement, and no Settlement Class Member has objected.

Accordingly, Plaintiffs request the Court finally approve the Parties' Settlement and enter an Order:

(1) granting Final Approval of the Settlement;

(2) granting final certification of the Settlement Class;

(3) affirming appointment of James Reese, Jessica Hardwick, Melissa Parker, and Tanya Severson as Class Representatives;

(4) affirming appointment of M. Anderson Berry of Emery Reddy PC as Class Counsel;

(5) finding the Notice in this Action met the requirements of due process and CR 23(e);

(6) finding the terms of the Settlement are fair, reasonable, and adequate;

(7) overruling any objections;

(8) approving and directing the Settling Parties, their respective attorneys, and the Claims Administrator to consummate the Settlement in accordance with the Proposed Final Approval Order and Judgment and the terms of the Settlement Agreement; and

(9) dismissing and resolving all claims against all Parties in this Action and entering the Proposed Final Approval Order and Judgment.[2]

II. BACKGROUND AND PROCEDURAL HISTORY

This action arises from a data security incident that affected Defendant's computing and information system networks. Defendant is Clark County, a County in the State of Washington, which collects and retains various personally identifiable information ("PII") and protected health

[2] So that the Court has the most up-to-date information available on any late objections or opt-outs, Plaintiffs will submit a [Proposed] Final Approval Order and Judgment in advance of the Final Approval Hearing.

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information ("PHI") (collectively, the "Private Information"), of Plaintiffs and other current and former residents.

On or about October 21, 2023, Defendant detected suspicious activity on its computing network and determined some systems were encrypted by malware. A subsequent investigation concluded that an unknown actor accessed Private Information from Defendant's networks between October 16, 2023 and October 21, 2023 (the "Data Incident" or "Data Security Incident").

As a result, the hackers potentially accessed the Private Information of approximately 76,315 individuals, including their: (a) names; (b) dates of birth; (c) Social Security numbers; (d) medical information; (e) government-issued identification numbers; (f) financial account information; (g) payment card information; and (h) health insurance information.

On September 8, 2025, Plaintiffs filed their Consolidated Class Action Complaint in Clark County Superior Court entitled *In re: Clark County, Data Security Litigation*, Lead Case No. 25-2-02214-06 (the "Litigation"), which is the operative Class Action Complaint ("Complaint") for this matter.

Defendant denies all claims of wrongdoing or liability that Plaintiffs assert in the Complaint, and it contends that it has maintained, and continues to maintain, reasonable security information practices. Nevertheless, the Parties agree that continuing to litigate would be time consuming, burdensome, and expensive, and that it is therefore desirable to fully and finally settle this Litigation in the manner and upon the terms set forth in the Settlement Agreement. Following the filing of the Complaint, the Parties began the exchange of informal discovery as they began to negotiate the material terms of a settlement. On December 17, 2025, the Parties participated in mediation with Hon. Ronald Leighton (Ret.) during which the general terms of a settlement were negotiated and finalized to resolve the Litigation.

The Parties executed the Settlement Agreement on March 24, 2026. Plaintiffs filed their Motion for Preliminary Approval on May 8, 2026, which the Court granted on May 27, 2026. In

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The Preliminary Approval Order, the Court preliminarily certified the Settlement Class, finding it meets all applicable requirements of CR 23 for settlement purposes only; approved the appointment of Plaintiffs as Class Representatives; approved the appointment of M. Anderson Berry of Emery Reddy, PC as Class Counsel; and preliminarily found the Settlement is fair, reasonable, and adequate, was negotiated at arm's length between experienced attorneys with the assistance of an experienced mediator, and warranted Notice of its material terms to the Settlement Class Members for their consideration and reaction.

The material terms of the preliminarily approved Settlement Agreement are set forth below.

III. THE PRELIMINARY APPROVED SETTLEMENT AGREEMENT

A. Definition of the Settlement Class

The Settlement contemplates resolution of claims on behalf of a Settlement Class collectively comprised of approximately 76,275 individuals. Admin Decl. 9. The proposed Settlement Class is defined as "all individuals residing in the United States whose private information was potentially or actually impacted by the Data Security Incident, including all those who were sent notice of the Data Security Incident. Class Members specifically excludes all person who are directors or officers of Clark, the Judge assigned to the Action, and that Judge's immediate family and Court staff." S.A. ¶ 1.8.

B. Settlement Fund

The total Settlement Fund from which Settlement Class Members can claim cash payments is $800,000.00. S.A. ¶ 2.1.1. It will be used to pay: (i) Compensation for Out-of-Pocket Losses; (ii) Costs of Claims Administration; (iii) service awards; (v) attorney's fees and litigation expenses; and, if the foregoing does not exhaust the Settlement Fund, (vi) Pro Rata Cash Fund Payments to Settlement Class Members who submit a Valid Claim for such benefits. *Id.*

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C. Settlement Class Member Benefits

Class Members may submit Claims to the Claims Administrator for documented out-of-pocket losses including, for example, unreimbursed losses relating to fraud or identity theft, unreimbursed costs of credit monitoring incurred between the time of the Data Security Incident and the time the claim is submitted, and unreimbursed bank fees, postage, or gasoline for travel up to $5,000 per individual, all of which must be fairly traceable to the Data Security Incident and must not have been previously reimbursed by a third party. *Id*. ¶ 2.2.1.

Class Members seeking reimbursement for Out-of-Pocket Losses must complete and submit a Claim Form, postmarked or submitted online or received on or before the Claims Deadline. *Id.* ¶ 2.2.2. The Claim Form must be verified by the Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. *Id.* Notarization is not required. *Id.* Claims for Out-of-Pocket Losses must be attested to and supported by documentation substantiating the full extent of the amount claimed. *Id.* Failure to provide such supporting documentation shall result in denial of a claim. *Id*. In addition to the foregoing cash payments, Defendant has provided Class Counsel reasonable confidential confirmatory discovery (in the form of a Declaration)identifying the enhancements made, or being made, to protect Class Members' information stored on Defendant's network, as well as the estimated cost of those enhancements. *See id.* ¶ 2.4.

D. Residual Funds

Plaintiffs believe the $800,000 Settlement Fund will be more than enough to accommodate the amounts drawn from it but, in the unlikely event it is not, the total cost to Defendant will not exceed $800,000, and all claims drawn from it will be reduced *pro rata* and no additional monetary benefits to be paid to any claimants. S.A. ¶ 2.3. If Compensation for Out-of-Pocket Losses, Claims Administration Costs, Service Awards to Class Representatives, and the award of attorney's fees and reimbursement of litigation expenses do <u>not</u> exceed the Settlement Fund, all remaining funds will be distributed on a per class member basis, to all Class Members who submitted a Valid Claim

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for such benefit. *Id.* As to any portion of the settlement fund that remains after all of the above have been paid, the Parties shall meet and confer regarding the appropriate use of such residual funds, including the possibility for using residual funds for additional cash benefits to the Class Members or whether any such funds shall be paid to the Legal Foundation of Washington in accordance with CR 23(f). *Id*.

E. Releases

Plaintiffs and Settlement Class Members who do not timely and validly opt-out of the Settlement will be bound by the Settlement, including the Releases that discharge the Released Claims against the Released Parties. S.A. ¶ 8.1. The Released Claims are narrowly tailored and are only claims arising out of or relating to the Data Incident. *See id.* ¶ 1.25.

F. Settlement Administration and Claim Process

The Claims Administrator completed direct notice to the Settlement Class by Postcard Notice, as prescribed. *See* Admin. Decl. ¶¶ 10–12. Defendant provided Angeion with the Settlement Class List, which included information sufficient to reasonably identify 76,275 Settlement Class Members. *See id.* ¶¶ 11–12. Angeion mailed the Postcard Notice to these Settlement Class Members, for whom an associated physical mailing address was available. *Id.* ¶ 11. Postcard Notices returned as undeliverable were re-mailed to any new address available through USPS information, or to better addresses that may have been found using a third-party lookup service. *Id.* ¶ 12. Upon successfully locating better addresses, Postcard Notices are remailed. *Id.* Angeion currently estimates that Postcard Notice was successfully delivered to 87.5% of the 76,275 Settlement Class Members. Admin. ¶ 13. Angeion will provide a supplemental declaration prior to Final Approval with additional details regarding the reach of the Notice Program.

Angeion also established a Settlement Website that contains a summary of the Settlement, important dates and deadlines, answers to frequently asked questions, information on how to contact the Settlement Administrator, and downloadable versions of important documents,

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including the Long Form Notice (in English and Spanish), Claim Form, the Settlement Agreement, and Preliminary Approval Order. *Id.* ¶ 15. As of September 1, 2026, there have been 2,202 unique visitor sessions to the Settlement Website, and 12,033 page views. *Id.* ¶ 17. Angeion also established a toll-free telephone number for the Settlement that is accessible 24 hours a day, seven days a week. *Id.* ¶ 19. As of September 1, 2026, there have been 741 calls to the toll-free telephone number representing 3,366 minutes of use. *Id.* The Notice and Claim Form are accurate, informative, neutral, and readable by the average person using plain, simple language. *See* S.A., Ex. A, B, D.

G. Opt-Outs, Objections, and Claims

Settlement Class Members had until August 25, 2026, to object to or submit a request to opt-out of the Settlement. Admin Decl. ¶¶ 23, 24. As of September 1, 2026, 2026, the Claims Administrator has received only three opt-outs and is not aware of any objections to the Settlement. *Id.* The Claims Administrator has received 2,098 Claims as of September 1, 2026, and the Claim Form Deadline is September 24, 2026—amounting to a 2.8% claims rate with weeks remaining in the claims period. *Id.* ¶ 21. Since the Claim Form Deadline has not yet passed, these numbers are preliminary and are subject to change. *Id.* These Claim Form submissions remain subject to final audits, including the full assessment of each claim's validity and a review for duplicate submissions. *Id.* The Claims Administrator will continue to report to the Parties the number of Claim Forms received and processed through the Claims Deadline. *Id.* ¶ 22. Class Counsel will update the Court at the Final Approval Hearing with the total number of Claims filed.

H. Service Awards and Attorneys' Fees and Costs

Class Counsel seek a Service Award in the amount of $5,000.00 to each Class Representative for their time and effort in coming forward to represent the interests of the Settlement Class, and for an attorneys' fees award to Class Counsel in the amount of $266,666.67, which is one-third of the Settlement Fund, plus reimbursement of costs. S.A. ¶¶ 9.1, 9.2. Any approved awards will be deducted from the Settlement Fund. *Id.* The terms regarding the Service

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Awards and attorneys' fees and costs were not negotiated until after the Parties agreed to the other material settlement terms. Berry Decl. ¶ 16. Settlement approval is not contingent on these awards. S.A. ¶ 9.4.

IV. THE SETTLEMENT CLASS SHOULD BE CERTIFIED

The Court's Preliminary Approval Order analyzed the requirements of CR 23(a) and (b), found the requirements were satisfied, and preliminarily certified the Settlement Class. Nothing has changed that would affect the Court's ruling on class certification. For the reasons stated in the Motion for Preliminary Approval and the Preliminary Approval Order, the Court's certification of the Settlement Class for settlement purposes should only be affirmed. *See Pickett v. Holland Am. Line-Westours, Inc.,* 145 Wn. 2d 178, 188-89 (2001).

V. THE SETTLEMENT MERITS FINAL APPROVAL

As a matter of "express public policy," Washington courts strongly favor and encourage settlements. *City of Seattle v. Blume*, 134 Wn.2d 243, 258 (1997). Civil Rule 23(e) provides that "[a] class action shall not be dismissed or compromised without approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs." Washington's class action rule is nearly identical to its federal counterpart prior to the 2018 amendments, and thus, federal cases interpreting Federal Rule of Civil Procedure 23 are highly persuasive here. *See Pickett*, 145 Wn. 2d at 188 (citing *Brown v. Brown*, 6 Wn. App. 249, 252 (1971)).

In determining whether to approve a class action Settlement under Civil Rule 23, a court's ultimate inquiry is whether the settlement is "fair, adequate, and reasonable." *Pickett*, 145 Wn. 2d at 188 (internal quotations and citation omitted). Although courts examine the settlement under several well-established criteria, the list is not exhaustive, and not all factors are relevant in each case. *Id.* Criteria that courts regularly consider include: the strength of plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount of discovery or evidence; the settlement terms and

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conditions; the recommendation and experience of counsel; the recommendation of neutral parties, if any; the number of objectors and nature of objections; and the presence of good faith and the absence of collusion. *Pickett*, 145 Wn.2d at 188; *see also Offs. For Just. v. Civ. Serv. Comm'n of S.F.*, 688 F.2d 615, 628 (9th Cir. 1982). The degree of importance attached to any particular factor depends on the court's view of the nature of the claims advanced, the types of relief sought, and the unique facts and circumstances presented by each individual case. *Id.* at 628.

A court is expected to limit its "intrusion upon what is otherwise a private consensual agreement negotiated between parties to a lawsuit" and tailor its evaluation to effectuate the objective of determining that "the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Pickett*, 145 Wn.2d at 188 (quoting *Offs. For Just.*, 688 F.2d at 628). Moreover, as the court in *Pickett* observed, "it must not be overlooked that voluntary conciliation and settlement are the preferred means of dispute resolution." *Id.* at 189 (quoting *Offs. For Just.*, 688 F.2d at 625).

Examination of the Settlement pursuant to various criteria used by the *Pickett* Court and others demonstrates that the Settlement Agreement here is fair, adequate, and reasonable, and the Court should finally approve it.

A. The Settlement Provides Substantial Relief to the Settlement Class

The Settlement provides substantial monetary relief and non-monetary relief to Settlement Class Members affected by the Data Incident. Settlement Class Members may make claims for up to $5,000 in Out-of-Pocket Losses and are entitled to receive an additional Pro Rata Cash Fund Payment. S.A. ¶¶ 2.2.1, 2.2.3. Moreover, the Settlement guarantees the Settlement Class Members non-monetary relief in the form of remedial measures Defendant has taken to enhance the security deployed to secure access to its data network. *Id.* ¶ 2.4.

This is real relief for Settlement Class Members, in a case where prevailing on the merits is uncertain. *See* Berry Decl. ¶ 9. While Plaintiffs strongly believe in the merits of this case, they

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also understand that continuing the litigation would involve engaging in extensive and time-consuming discovery; negotiating and obtaining an ESI protocol and protective order; preparing a summary judgment motion; moving for class certification; trial; and almost certainly appeals. *Id.* Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases generally face substantial hurdles—even to make it past the pleading stage. *See Hammond v. Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060(RMB)(RLE), 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at Rule 12(b)(6) or Rule 57 stage). Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g.*, *In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013).

Additionally, Defendant will assert a number of potentially case-dispositive defenses, only increasing Plaintiffs' risk of further protracted, expensive litigation. Data breach cases of widespread notoriety and implicating sensitive data have been found wanting at the state or federal court level. *See, e.g.*, *In re U.S. Office of Pers. Mgmt. Data Sec. Breach Litig.*, 266 F. Supp. 3d 1, 19 (D.D.C. 2017) ("The Court is not persuaded that the factual allegations in the complaints are sufficient to establish . . . standing."), *rev'd in part by* 928 F.3d 42 (D.C. Cir. 2019). Moreover, these cases can take years to litigate to final resolution.

Proving damages is another hurdle Plaintiffs would have to overcome in this case. The damages methodologies in data breach litigation remain unproven in a disputed class certification setting and untested in front of a jury. *Cf. Nunley v. Chelan-Douglas Health Dist.*, 32 Wn. App. 2d 700, 725 (2024) ("The loss in value of their PII and PHI is a current harm and a cognizable injury sufficient to support a cause of action for negligence. Whether and how the Plaintiffs can prove such damages is not a question before us."). Given the uncertainty of establishing damages in a data breach class action, settlement is the more practical course of action, if a reasonable one can be reached. *See, e.g.*, *McGlenn v. Driveline Retail Merch., Inc.*, No. 18-CV-2097, 2021 WL

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165121, at *10 (C.D. Ill. Jan. 19, 2021) (holding that causation was not met for class certification purposes in a data security breach case).

Plaintiffs are confident of the merits of their claims, but their success in continued litigation is far from certain. Through the Settlement, Plaintiffs and the Settlement Class members gain significant benefits without having to face the risk of not receiving any relief at all.

B. The Duration, Expense, Risk, and Complexity of Further Litigation Weighs in Favor of Final Approval

Another factor for the Court to consider is the expense and likely duration of the litigation had the settlement not been reached. *Pickett*, 145 Wn.2d at 188; *Offs. For Just.*, 688 F.2d at 625. Here, the costs, risks, and delay of continued litigation weigh in favor of Settlement approval. The challenges of prevailing on the merits are uncertain—especially where serious questions of law and fact exist, which is common in data security litigation. "Data breach litigation is evolving; there is no guarantee of the ultimate result." *Fox v. Iowa Health Sys.*, No. 3:18-CV-00327-JDP, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021) ("Data breach cases . . . are particularly risky, expensive, and complex." (quoting *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019))). Although nearly all class actions involve a high level of risk, expense, and complexity, this is a particularly complex class action. The rapid evolution of case law in this area of law makes outcomes uncertain, the expense of such litigation high, and settlement the more sensible course of action.

The risks discussed above should not be disregarded. Aside from the potential that either side will lose at trial, Plaintiffs anticipate incurring substantial additional costs in pursuing this litigation further. Should litigation continue, Plaintiffs would need to engage in extensive and time-consuming discovery, prepare a summary judgment motion, move for class certification, win a trial, and deal with appeals. *See* Berry Decl. ¶ 9. The level of additional costs would significantly increase as Plaintiffs began preparation for the certification argument and if successful, a near inevitable interlocutory appeal attempt. Trial is also inherently risky and expensive. As is apparent due to the nature of the litigation, and as at least one court has expressly opined, because the "legal issues involved in [data breach litigation] are cutting-edge and unsettled . . . many resources would necessarily be spent litigating substantive law as well as other issues." *In re Target Corp. Customer Data Sec. Breach Litig.*, MDL No. 14-2522 (PAM/JJK), 2015 WL 7253765, at *2 (D. Minn. Nov. 17, 2015), *rev'd on other grounds*, 847 F.3d 608 (8th Cir. 2017).

C. The Settlement is the Result of Good Faith, Arm's-Length Negotiations Between Experienced Counsel with the Assistance of a Neutral Mediator.

In determining the fairness of a settlement, courts consider the presence of good faith and the absence of collusion on the part of the parties to it. *Pickett*, 145 Wn.2d at 201.

Courts recognize that arm's-length negotiations conducted by competent counsel is *prima facie* evidence of fair settlements. A court's role is to ensure "the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998) (internal quotations and citation omitted). "A presumption of correctness is said to attach to a class settlement reached in arms-length negotiations between experienced capable counsel after meaningful discovery." *Hughes v. Microsoft Corp.*, No. C98-1646C, 2001 WL 34089697, at *7 (W.D. Wash. Mar. 26, 2001) (internal quotations omitted) (citing Manual for Complex Litigation (Third) § 30.42 (1995)). "When experienced and skilled class counsel support a settlement, their views are given great weight." *Pickett*, 145 Wn.2d at 200 (citing *Reed v. Gen. Motors Corp.*, 703 F.2d 170, 175 (5th Cir. 1983)).

Here, the Settlement was the result of intensive, arm's-length, and non-collusive negotiations between highly qualified attorneys who are experienced in class action litigation and data breach litigation in particular. *See* Berry Decl. ¶¶ 6–7, 9, 12–13. Class Counsel is acutely aware of the legal and factual issues and defenses in this case. Indeed, Class Counsel is exceptionally experienced in the litigation, certification, settlement, and claims processing of data breach class actions, and in trial generally. *See id.* ¶¶ 6–7. The Settling Parties reached an

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agreement only after agreeing to exchange informal discovery related to the timing, nature, causes, and scope of the Data Incident. *See id.* ¶¶ 12–13 The Settling Parties engaged an experienced mediator, Hon. Ronald B. Leighton (Ret.) of Washington Arbitration & Mediation Service, to mediate the case. *See id.* ¶ 12. While the negotiations were collegial and professional, they were adversarial in nature, with the Parties forcefully advocating their positions. After extensive, hard-fought negotiations, the Parties reached an agreement to resolve the claims asserted against Defendant on a class-wide basis that—if finally approved—will provide outstanding relief for the Settlement Class. *See id.* ¶ 13.

The arm's-length nature of the settlement negotiations and the involvement of an experienced mediator evidence that the Settlement was reached free of collusion. *See Sandoval v. Tharaldson Employee Mgmt, Inc.*, No. EDCV 08-482-VAP (OPx), 2010 WL 2486346, at *6 (C.D. Cal. June 15, 2010) (granting final approval; "[t]he assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive." (internal quotations and citation omitted)).

D. The Lack of Objections and Exclusions Demonstrate Class Support for the Settlement

In assessing a class action settlement, courts consider the reaction of Settlement Class Members, specifically the number and substance of objections made. *See Pickett*, 145 Wn.2d at 188. Here, direct notice reached 87.5% of Settlement Class Members. Admin. Decl. ¶ 13. The Settlement website has been available to the public since June 26, 2026, and mailed Notice was first sent on April 30, 2026. *See id.* ¶¶ 10, 15. The deadline to submit a request for exclusion or objection was August 25, 2026. *See id.* ¶¶ 23, 24. As of September 1, 2026, only three opt-outs and zero objections to the Settlement have been received by the Claims Administrator. *See id.*

Courts will regularly grant final approval of settlements even where there are objectors. *Pickett*, 145 Wn.2d at 201 (citing court cases approving settlement for class of 5,683 where 370 objected, affirming approval of settlement where one class member out of 11 objected). Here, the fact that there are (so far) zero properly-submitted objections and only three requested opt-outs is

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a testament to the strength of the Settlement and approval of the Class. Plaintiffs will submit a response to any untimely objections before the Final Approval Hearing.

CONCLUSION

For all the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval of the Settlement.

DATED this 4th day of September 2026.

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Class Counsel

<u>**CERTIFICATE OF SERVICE**</u>

I hereby certify that on the 4th day of September 2026, I caused to be served in the manner indicated below, a true and accurate copy of the foregoing by the method indicated below and addressed to the following:

Nicholas Larson, WSBA No. 46034 MURPHY PEARSON BRADLEY & FEENY, P.C. 520 Pike Street, Suite 1205 Seattle, WA 98101 nlarson@MPBF.com *Counsel for Defendant*	Sent via EMAIL ONLY
Amanda N. Harvey Jacob H. Lisogorsky **MULLEN COUGHLIN, LLC** 1452 Hughes Road, Suite 200 Grapevine, TX 76051 aharvey@mullen.law jlisogorsky@mullen.law Tel: (267) 930-1697 *Counsel for Defendant*	Sent via EMAIL ONLY

DATED this 4th day of September, 2026.

Bianca E. Marentes

Bianca E. Marentes, Paralegal