The Honorable Evan Jones

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

In re: Mt. Baker Imaging, LLC Data Security Litigation	Lead Case No. 25-2-00463-37 **PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

INTRODUCTION

Plaintiffs Genevieve Bardwell, Jeff Eberlein, Thomas Schumann, Daniel Uitdenhowen, Michael Barr, Leslie Swope, Marc Daniel, and Joanne Herman ("Plaintiffs") respectfully move the Court for final approval of the class action settlement (the "Settlement")[1] with Defendants Mt. Baker Imaging, LLC and Northwest Radiologists, Inc., P.S. ("Defendants") (together, the "Parties").

On April 21, 2026, this Court preliminary approved the proposed Class Action Settlement in this action. Class Counsel's efforts created a non-reversionary $3,300,000 cash fund (the "Settlement Fund") from which Settlement Class Members are eligible to seek substantial

[1] All capitalized terms herein shall have the same meaning as those defined in the Settlement Agreement and Release submitted with Plaintiffs' Motion for Preliminary Approval. Citations to the Settlement Agreement will be abbreviated as "S.A., ¶___."

MCNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101-4151
(206) 467-1816

monetary relief. Settlement Class Members have been given the option to submit a Claim for direct cash payments, plus up to two (2) years of Medical Identify-Theft Protection and Monitoring, the costs of which will be paid out of the Settlement Fund; Defendants have also agreed to invest to improve their cybersecurity systems. Notice was administered as approved by the Court and reached approximately 94.51% of the Class: administration included individual direct mailing, remailing of postcards returned as undeliverable, maintenance of a Settlement Website, and availability of a settlement hotline. As of the date of this Motion, only five (5) individuals out of the nearly 340,000 person Class have submitted requests for exclusion. Should any objections be properly and timely filed, Plaintiffs will address those in a reply or supplement to this Motion.

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

(1) granting final approval of the Settlement Agreement;

(2) granting final certification of the Settlement Class;

(3) appointing Plaintiffs Genevieve Bardwell, Jeff Eberlein, Thomas Schumann, Daniel Uitdenhowen, Michael Barr, Leslie Swope, Marc Daniel, and Joanne Herman as Representative Plaintiffs;

(4) appointing Elena A. Belov of Almedia Law Group LLC, M. Anderson Berry of Emery Reddy PC, and Kaleigh N. Boyd of McNaul Ebel PLLC as Class Counsel;

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

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

(7) Overruling any properly and timely filed objections;

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

MCNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101-4151
(206) 467-1816

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

BACKGROUND

SUMMARY OF THE SETTLEMENT

A. Proposed Settlement Class.

The Settlement Agreement will provide relief for the following class:

> All living persons residing in the United States whose Private Information was potentially or actually compromised in the Data Security Incident.

See S.A. ¶ 1.8. The proposed class encompasses 339,948 Settlement Class Members.

B. The Settlement Fund

The Settlement requires Defendants to pay $3.3 million into a non-reversionary Settlement Fund created by the Settlement Administrator. *Id.* ¶ 1.29. The Settlement Fund will be used to fund: (1) Out-of-Pocket Losses; (2) Pro Rata Cash Payments; (3) Medical Identity Theft Protection and Monitoring; (4) Costs of Notice and Claims Administration; (5) service awards; and (6) attorneys' fees and litigation expenses. *Id.* ¶¶ 2.1, 2.2.4. If any portion of the Settlement Fund remains after all of the above have been paid, the Settling Parties shall meet and confer regarding the appropriate use of such residual funds, including the possibility of using residual funds for additional Settlement Class Member benefits, if practicable, or whether any such funds should be distributed to the Legal Foundation of Washington consistent with CR 23(f). *Id.* ¶ 2.3.

C. Documented Out-of-Pocket Losses and Pro Rata Cash Payment

Settlement Class Members have the ability to make claims for two (2) different forms of monetary compensation. Class Members may submit claims for (1) unreimbursed documented

[2] So that the Court has the most up-to-date information available on any objections and opt-outs, Plaintiffs will submit a [Proposed] Final Approval Order and Judgment with their reply in support of this motion.

MCNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101-4151
(206) 467-1816

Out-of-Pocket Losses and (2) *Pro Rata* Cash Payment (together "Monetary Relief"). *Id.* ¶¶ 2.2.1–2.2.3.

Up to $5,000 for reimbursement of documented Out-of-Pocket Losses are available for Settlement Class Members who submit timely, valid claims and the required documentation. *Id.* ¶ 2.2.1. Claims for documented Out-of-Pocket Losses will be reviewed by the Settlement Administrator for timeliness, completeness, and validity. *Id.* ¶¶ 2.2.2, 2.5.2.

A Settlement Class Member may submit a Claim for a *Pro Rata* Cash Payment which will evenly distribute from the net amount of the Settlement Fund after payment of all approved claims for Out-of-Pocket Losses, Medical Identity Theft Protection and Monitoring, notice and administration expenses, attorneys' fees and expenses awarded, and service awards. *Id*. ¶ 2.2.3.

Notably, Class Members are eligible for the *Pro Rata* Cash Payment regardless of whether they make a claim for Out-of-Pocket Losses. *Id.*

D. Medical Identity Theft Protection and Monitoring

All Settlement Class Members may submit a Claim for two (2) years of Medical Shield Complete, a medical information protection and monitoring service offered through CyEx, regardless of whether they make claims for Out-of-Pocket Losses or *Pro Rata* Cash Payment. *Id.* ¶ 2.2.4. This is real relief for Settlement Class Members because PHI was among the data potentially impacted in the Data Incident. This service monitors medical and healthcare data to determine whether consumers' private health information is at risk or has been exposed to medical fraud and comes with single-bureau credit monitoring. *Id.*

E. Cybersecurity Investments

Separate and apart from the Settlement Fund, Defendants will invest "in excess of $500,000" to improve their cybersecurity systems. *Id.* ¶¶ 1.29, 2.4. Defendants will implement and maintain certain data security enhancements intended to safeguard Private Information in the Defendants' possession and continue to maintain such enhancements for a period of five years. *Id.*

MCNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101-4151
(206) 467-1816

¶ 2.4. As such, the Settlement provides meaningful relief to all Settlement Class Members, regardless of whether they file a claim. *Id.*

F. Class Notice and Settlement Administration

The Settling Parties agreed to use, and the Court approved, EAG Gulf Coast, LLC ("EAG") as the Settlement Administrator. EAG carried out the notice program as follows:

1. Direct Mail Notice.

On May 21, 2026, EAG commenced mailing Short-Form Notice and, after address verification and redelivery efforts, was ultimately able to deliver direct notice to 321,337 Settlement Class Members (94.51% of Settlement Class Members). *See* Decl. of Ryan Aldridge Regarding Implementation of Notice Program and Verification of Compliance with Notice Requirements ("Admin. Decl.") ¶¶ 7–9, 14.

2. Settlement Website.

On May 21, 2026, EAG created and maintained a dedicated Settlement Website entitled https://www.mtbakerdatasettlement.com/. *See id.* ¶ 11. The Settlement Website contains "the Long-Form Notice, the Claim Form, the Settlement Agreement, the Consolidated Class Action Complaint, the Preliminary Approval Order, Plaintiffs' Motion for Preliminary Approval, motions filed by Class Counsel, Orders of the Court, and other relevant documents. Visitors are also able to submit claims electronically, find answers to frequently asked questions (FAQs), review important dates and deadlines, and obtain contact information for the Claims Administrator and Class Counsel. The notice and claim materials were also made available in Spanish on the Settlement Website." *Id.*

3. Toll-Free Help Line.

On May 21, 2026, EAG established a toll-free number, 1-855-699-7006, for Settlement Class Members to call and obtain additional information regarding the Settlement. *See id.* ¶ 12.

MCNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101-4151
(206) 467-1816

EAG provided copies of the forms of the paper Claim Form, the Settlement Agreement, and the Long-Form Notice, upon request to callers. *See id.* ¶ 12.

4. Post Office Box.

EAG designated a Post Office Box with the mailing address, Mt. Baker Claims Administrator, P.O. Box 1711, Baton Rouge, LA 70821, to receive Claim Forms, Requests for Exclusion and correspondence from Settlement Class Members and to monitor mailings deemed undeliverable by the USPS. *See id.* ¶ 10.

5. Email Support.

EAG also established an email address, info@mtbakerdatasettlement.com, to provide Settlement Class Members to ask questions of, and raise requests to, EAG.

G. Claims, Exclusions, and Objections

1. Claims

As of July 2, 2026, EAG has received 13,752 Claim Forms. *See id.* ¶ 15. EAG is still in the process of reviewing and validating Claim Forms, and the last day to submit claims is August 19, 2026. *See id.* ¶ 15

2. Requests for Exclusions and Objections.

As of July 2, 2026, out of the 339,998 Settlement Class Members, EAG has only received five Requests for Exclusion. *See id.* ¶ 16.

EVIDENCE RELIED ON

In support of this Motion, Plaintiffs rely on the Joint Declaration of Counsel ("Joint Decl.") filed on March 27, 2026; the Admin. Declaration, and its attachments; 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 or at prior to the Final Approval Hearing presently scheduled for August 21, 2026. Plaintiffs will respond to any properly and timely filed objections and submit a Proposed Final Order and Judgment after July 20, 2026, the deadline for opt-outs and objections.

MCNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101-4151
(206) 467-1816

LEGAL AUTHORITY AND ARGUMENT

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 in state court. *See Pickett v. Holland Am. Line-Westours, Inc.*, 145 Wn. 2d 178, 188 (2001) (*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 conditions; recommendation and experience of counsel; recommendation of neutral parties, in 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 claim(s) advanced, the type(s) 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).

A. The Settlement Class Should Receive Final Certification.

In determining whether to give final approval to a class action settlement, courts must first determine that the settlement class, as defined by the parties, is certifiable under the standards of CR 23(a) and (b). *See Pickett*, 145 Wn.2d at 188–89. This Court considered and granted preliminary approval of settlement class certification in its April 21, 2026 Preliminary Approval Order. The Settlement Class has not changed in scope or definition. While the Parties determined that the size of the class is 339,948 (rather than 340,184) after the Settlement Administrator de-duplicated and removed deceased (and therefor ineligible) individuals from the Class List, the size of the Settlement Class is still enough to surpass the threshold required to establish numerosity. *See Miller v. Farmer Bros. Co.*, 115 Wn. App. 815, 822 (2003) (more than 40 generally satisfies numerosity). The Settlement Class, therefore, continues to satisfy the numerosity, commonality, typicality, adequacy, predominance, and superiority standards for class certification. For the reasons described in Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement, this Court should certify the class for purposes of final approval.

1. The Court-Ordered Notice Program is Constitutionally Sound and Has Been Fully Implemented.

To satisfy due process, notice to class members must be the best practicable, and reasonably calculated under all circumstances to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. CR 23(c)(2); *see Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Class settlement notices must present information about a proposed settlement simply, neutrally, and understandably. *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 567 (9th Cir. 2019). Notice is adequate if it generally describes

MCNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101-4151
(206) 467-1816

the terms of the class action settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard. *Id.*

Here, the Notice program has been approved by the Court. EAG successfully provided individual Direct Notice to 94.51% of Settlement Class Members. Individual, direct notice sent to the last known addresses of Settlement Class Members is the best notice practicable under the circumstances. *See Wright v. Jeckle*, 121 Wn. App. 624, 628 (2004). As required, the Notice and Claim Forms were crafted in plain language, and presented information about the proposed Settlement simply, neutrally, and understandably. *See In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d at 567; *see also* Admin. Decl. Ex. A. Additionally, EAG maintains a toll-free number, Settlement Website P.O. Box, and email support address, which all gave Settlement Class Members the opportunity to obtain more information about the Settlement. *See* Admin. Decl. ¶¶ 10–15. Thus, the Notice Program satisfies due process and Ruled 23(c)(2).

2. The Settlement is Fair, Adequate, and Reasonable, and the Court Should Approve It.

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 approve it.

a. The Settlement Agreement 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 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. Settlement Class Members may submit a Claim for two years of Medical Identity-Theft Protection and Monitoring offered through CyEx. S.A. ¶ 2.2.4.

This is real relief for Settlement Class Members, in a case where prevailing on the merits is uncertain. *See* Joint Decl. ¶ 23–24. While Plaintiffs strongly believe in the merits of this case,

MCNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101-4151
(206) 467-1816

they 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.* ¶ 24. 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, Defendants will assert a number of potentially case-dispositive defenses, only increasing Plaintiffs' risk of further protracted, expensive litigation. Data security incident 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 this cybersecurity incident 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 cybersecurity incident 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.,*

MCNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101-4151
(206) 467-1816

Inc., No. 18-CV-2097, 2021 WL 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. *See* Joint Decl. ¶ 23–24. 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.

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. Cybersecurity incident litigation is lengthy, complex, and difficult, and the rapid evolution of case law in this area of law makes outcomes uncertain, the expense of such litigation is 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 oppose a motion to dismiss, engage in extensive and time-consuming discovery, negotiate and obtain an ESI protocol and protective order, prepare a summary judgment motion, move for class certification, win a trial, and deal with appeals. *See* Class Counsel Decl. ¶ 22. The level of additional costs would significantly

MCNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101-4151
(206) 467-1816

increase as Plaintiffs began preparation for the certification argument and if successful, a near inevitable interlocutory appeal attempt. Trial is 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* Joint Decl. ¶¶ 10–14, 28–37. Settlement Class Counsel are acutely aware of the legal and factual issues and defenses in this case. Indeed, Settlement Class exceptionally experienced in the litigation, certification, settlement, and claims processing of data

McNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101-4151
(206) 467-1816

breach class actions, and in trial generally. *See id.* ¶ 28–37. The Settling Parties reached an agreement only after agreeing to exchange informal discovery related to the timing, nature, causes, and scope of the Data Incident. *See id.* ¶¶ 7–9. The Settling Parties engaged an experienced mediator, Hon. Ronald B. Leighton (Ret.) of Washington Arbitration & Mediation Service, to mediate the case. *See id.* ¶ 10. Counsel engaged in multiple rounds of back-and-forth negotiations. *See id.* ¶ 13.

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.* ¶¶ 10–14.

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 Minimal Exclusions Demonstrate Class Support for this 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 94.51% of Settlement Class Members. Admin. Decl. ¶ 14. The Settlement website has been available to the public since May 21, 2026, and mailed Notice was first sent on May 21, 2026. *See id.* ¶ 7. The postmark deadline to submit a request for exclusion or objection is July 20, 2026. *See id.* ¶¶ 16–17. As of July 2, 2026, there have been only five (5) opt-

MCNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101-4151
(206) 467-1816

outs and zero (0) 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 five requested opt-outs is a testament to the strength of the Settlement and approval of the Class. To the extent that there are properly-received objections before the objection deadlines, Plaintiffs will address them in their reply in support of this Motion for Final Approval.

CONCLUSION

For all the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval to the Settlement. Plaintiffs will submit a response to any properly and timely-filed objections and a Proposed Final Approval Order and Judgment after the July 20, 2026 opt-out and objection deadline has passed.

DATED: July 6, 2026

Respectfully submitted,

By: <u>*/s/ Kaleigh N. Boyd*</u>
Kaleigh N. Boyd, WSBA No. 52684
MCNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101
Telephone: (206) 467-1816
Email: kboyd@mcnaul.com

By: <u>*/s/ M. Anderson Berry*</u>
M. Anderson Berry, WSBA No. 63160
EMERY REDDY, PC
600 Stewart Street, Suite 1100
Seattle, WA 98101
Telephone: (206) 442-9106
Email: anderson@emeryreddy.com

By: <u>*/s/ Elena A. Belov*</u>
Elena A. Belov (admitted *pro hac vice)*

ALMEIDA LAW GROUP LLC
849 W. Webster Avenue
Chicago, Illinois 60614
Telephone: (917) 716-7132
elena@almeidalawgroup.com

Attorneys for Plaintiffs and the Proposed Class

CERTIFICATE OF SERVICE

On July 6, 2026, I caused to be served a true and correct copy of the foregoing document upon counsel of record, at the address stated below, via the method of service indicated:

Jill Fertel Cipriani & Wetner PC 450 Sentry Parkway, Suite 200 Blue Bell, PA 19422 jfertel@c-wlaw.com tnalencz@c-wlaw.com	☐ Via Messenger ☐ Via U.S. Mail ☐ Via Overnight Delivery ☐ Via Facsimile ☑ Via Email ☑ Via Whatcom County eService

Attorneys for Defendants

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 6th day of July, 2026, at Seattle, Washington.

By: *s/ Trang La*
Trang La, Legal Assistant
tla@mcnaul.com

MCNAUL EBEL PLLC
600 University Street, Suite 2700
Seattle, Washington 98101-4151
(206) 467-1816

Automated Certificate of eService

This automated certificate of service was created by the efiling system.
The filer served this document via email generated by the efiling system
on the date and to the persons listed below:

Trang La on behalf of Kaleigh Boyd
Bar No. 52684
tla@mcnaul.com
Envelope ID: 875120
Status as of 7/6/2026 2:44 PM PST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Alexander Strong		astrong@bs-s.com	7/6/2026 2:33:23 PM	NOT SENT
Alexander Strong		lawfirm@bs-s.com	7/6/2026 2:33:23 PM	NOT SENT
Grace AnnaBeasley		gbeasley@bs-s.com	7/6/2026 2:33:23 PM	NOT SENT
Carrie Jo Daugherty		cdaugherty@bs-s.com	7/6/2026 2:33:23 PM	NOT SENT
Kiana Reeves		kreeves@bs-s.com	7/6/2026 2:33:23 PM	NOT SENT
Anders Forsgaard		aforsgaard@bs-s.com	7/6/2026 2:33:23 PM	NOT SENT
Stephen Strong		skstrong@bs-s.com	7/6/2026 2:33:23 PM	NOT SENT
Docketing SB		docketing@straussborrelli.com	7/6/2026 2:33:23 PM	NOT SENT
Filing SB		filing@straussborrelli.com	7/6/2026 2:33:23 PM	NOT SENT
Samuel Strauss		sam@straussborrelli.com	7/6/2026 2:33:23 PM	NOT SENT