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KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 25-2-21664-1 KNT

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

In re Teamsters Local Union Nos. 117 and 174 Data Breach Litigation	Lead Case No. 25-2-21664-1 KNT **PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS AND MEMORANDUM IN SUPPORT** **[CLERK'S ACTION REQUIRED]**

Plaintiffs Shawn Pease, James Frey, Manuel Sanchez, Russell Carver, Steve Gaworski, Kenneth Moore and Keith Savory, on behalf of themselves and the Settlement Class (together "Plaintiffs"), submit this Motion for Attorneys' Fees, Costs, and Service Awards.

I. INTRODUCTION

Defendants Teamsters Local Union No. 117 and Teamsters Local Union No. 174 ("Defendants") are labor unions that store and use personally identifiable information ("Private Information") of their members, including names, dates of birth, and Social Security numbers. This Action relates to the targeted data security incident that Defendants discovered on or about June 16, 2025 and resulted in the access and exfiltration of the Private Information belonging to approximately 116,026 individuals (the "Data Breach"). Several putative class actions were filed following Defendants' disclosure of the Data Breach; the Court consolidated those cases on September 15, 2025, and Plaintiffs filed a Consolidated Complaint filed on October 14, 2025.

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On January 26, 2026, following the exchange of informal discovery and a settlement demand, the Parties engaged in mediation with well-respected mediator Judge Ronald B. Leighton (Ret.) of Washington Arbitration & Mediation Service. Following extensive arm's-length negotiations, the basic terms of a settlement were negotiated and agreed to, followed by weeks of further settlement negotiations to come to an agreement on the remaining Settlement terms.

Class Counsel have zealously prosecuted Plaintiffs' and Class Members' claims, achieving the Settlement Agreement only after extensive investigation, negotiations, and an all-day mediation. Even after the mediation, Class Counsel worked for weeks to finalize settlement terms, the settlement agreement and associated exhibits pertaining to notice, preliminary approval, and final approval.

As compensation for the significant benefit conferred on the Settlement Class, Class Counsel respectfully move the Court for an award of attorneys' fees and costs in the amount of $375,000.00, which will be paid by Defendant separate and apart from all other benefits to the Class. This request should be approved because it is modest in comparison to the benefit negotiated, and is reasonable and appropriate amount in light of the substantial risks presented in prosecuting this action in a rapidly evolving area of law, the quality and extent of work conducted, and the stakes of the case. Class Counsel also respectfully move the Court for service awards of $2,000 each to Plaintiff and other Class Representatives for their work on behalf of the Class. Importantly, the Parties did not negotiate the payment of attorneys' fees, costs, expenses, or Service Awards until after the substantive terms of the Settlement had been agreed upon, and these amounts will not diminish the relief made available to the Class. Accordingly, and relying on the following Memorandum of Points and Authorities, the Joint Declaration of Class Counsel in Support of Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards ("Joint Fee Decl."), and the other papers on file in this matter, Plaintiffs respectfully request the Court grant Plaintiff's Motion for Attorneys' Fees, Expenses, and Service Award and enter an order that:

(1) grants Plaintiffs' request for attorneys' fees and costs in the amount of $375,000.00;

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(2) grants Plaintiffs' request for a Service Awards to each of the three Class Representatives in the amount of $2,000.00; and

(3) granting such other, further, or different relief as the Court deems just and proper.

II. STATEMENT OF ISSUES AND RELIEF REQUESTED

Should the Court award Plaintiffs' counsel $375,000 in attorneys' fees and costs, to be paid by Defendant separately from the settlement benefits available to members of the Settlement Class?

III. STATEMENT OF FACTS AND EVIDENCE RELIED UPON

In the interest of judicial efficiency, for factual and procedural background on this case, Plaintiffs refer this Court to and hereby incorporate Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (Doc. 36) and the Plaintiffs' concurrently filed Motion for Final Approval of Class Action Settlement. Plaintiffs also rely on the Joint Declaration of Class Counsel submitted with this Motion, as well as the pleadings and other matters already on file in this action.

A. Summary of Settlement

1. Proposed Settlement Class

The Settlement Agreement will provide relief for the following class:

> [A]ll individuals who had Private Information impacted as a result of the Data Breach, including all who were sent a notice of the Data Breach and do not timely exclude themselves from the Settlement.

S.A. ¶ 47. After de-deduplicating the class member list, the Settlement Class consists of approximately 113,965 individuals.

2. Settlement Benefits

As part of the Settlement, Defendants have agreed to provide the following benefits to Settlement Class Members who timely submit Valid Claims: (a) up to $500.00 per Settlement Class Member under Cash Payment A – Ordinary Documented Losses, and (b) up to $5,000.00 per Settlement Class Member under Cash Payment B – Extraordinary Documented Losses; or (c) a flat cash payment of $55.00 per Settlement Class Member under Cash Payment C – Alternative Cash Payment. SA. ¶ 53. In addition, Settlement Class Members are eligible to enroll in a three-

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year membership of single bureau credit monitoring. *Id.* ¶ 54(d). Defendants have also agreed to pay for Settlement Administration Costs, Service Awards of $2,000.00 to each Class Representative, and up to $375,000.00 Attorneys' Fees and Costs, as approved by the Court. *Id.* ¶¶ 85–86. Defendants have also agreed to changes and improvements made to their computer systems and internal security protocols to ensure the safeguarding of the Private Information belonging to the Settlement Class. *Id.* ¶ 55.

IV. ARGUMENT AND LEGAL AUTHORITY

In deciding whether the requested fee amount is appropriate, the Court's role is to determine whether such amount is "fundamentally fair, adequate, and reasonable." *Staton v. Boeing Co.*, 327 F.3d 938, 963 (9th Cir. 2003) (quoting Fed. R. Civ. P. 23(e)); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1294–95 n.2 (9th Cir. 1994) (overriding principle is that the fee award be "reasonable under the circumstances").[1]

A. Plaintiffs' Service Awards are Justified.

The Settlement Agreement provides for a Service Award to each Plaintiff in the amount of $2,000. The rationale for making service or incentive awards to named plaintiffs is that he or she should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the Class. *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). These awards serve as premiums in addition to any claims-based recovery, and promote the public policy of representative lawsuits. *See id.* at 958–59. The Service Awards that Plaintiffs seek here are in line with or less than others regularly approved in Washington and Ninth Circuit courts. *See, e.g.*, *Bailey v. Grays Harbor Cnty. Pub. Hosp. Dist. No. 2*, No. 20-2-00217014 (Wash. Super. Ct. Sept. 21, 2020) (approving service awards in the amount of $2,500 to each class representative); *Brown v. Papa Murphy's Holdings Inc.*, 2022 WL 1303176, at *3 (W.D. Wash. May 2, 2022) (approving $5,000 service award and collecting cases).

[1] Because CR 23 and Federal Rule of Civil Procedure 23 are substantially similar, "[i]n class actions, Washington courts have long looked to federal authority." *Summers v. Sea Mar Cmty. Health Ctrs.*, 29 Wn. App. 2d 476, 487 (2024).

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The modest Service Awards requested serve the purpose of compensating Plaintiffs for their efforts, which include maintaining contact with counsel, participating in client interviews, providing relevant documents, assisting in the investigation of the case, remaining available for consultation throughout mediation, reviewing relevant pleadings and the Settlement Agreement, and for answering counsel's many questions. Joint Fee Decl. ¶ 10. As such, the Service Award requested for Plaintiff is reasonable.

B. **The Court Should Approve the Reasonable Costs and Fees Sought by Class Counsel**

Washington uses the percentage-of-recovery approach in calculating fees in common fund/common benefit cases. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002); *Bowles v. Wash. Dep't of Ret. Sys.*, 121 Wn. 2d 52, 73–74 (1993). The common benefit doctrine stems from the premise that those who receive the benefit of a lawsuit without contributing to its costs are "unjustly enriched" at the expense of the successful litigant. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). "Stated differently, the doctrine allows an attorney 'in equity to recover fees in the absence of a contract or statute when his services confer a substantial benefit for a group of people.'" *Dolan v. King Cnty.*, 13 Wn. App. 2d 1054, 2020 WL 2395167, at *7 (May 12, 2020) (unpublished) (quoting *Lynch v. Deaconess Med. Ctr*., 113 Wn. 2d 162, 167–68 (1989)).

Courts prefer a percentage-of-the-fund model over a lodestar-multiplier approach in cases where it is possible to ascertain the value of the settlement through a common fund. *See Bluetooth*, 654 F.3d at 942 ("Because the benefit to the class is easily quantified in common-fund settlements, we have allowed courts to award attorneys a percentage of the common fund in lieu of the often more time-consuming task of calculating the lodestar."); *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008).[2]

[2] By contrast, courts rely on the lodestar method under circumstances not applicable here, *i.e.*, when "there is no way to gauge the net value of the settlement or of any percentage thereof." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998); *In re Bluetooth*, 654 F.3d at 941 (lodestar appropriate "where the relief sought—and obtained—is often primarily injunctive in nature and thus not easily monetized"). This limited use of the lodestar method relates in part to its potential deterrent effect: "[I]t is widely recognized that the lodestar method creates incentives for counsel to expend more hours than may be necessary on litigating a case so as to recover a reasonable fee, since the lodestar method does not reward early settlement." *Vizcaino*, 290 F.3d at 1050 n.5; *see also In re Activision Sec. Litig.*, 723

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In calculating a percentage fee award in a class action involving a settlement fund, the Supreme Court has recognized that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole, even if part of the fund remains unclaimed or reverts to the defendant. *Dolan*, 13 Wn. App. 2d 1054, 2020 WL 2395167, at *9 ; *see also Van Gemert*, 444 U.S. at 480 (class members' "right to share the harvest of the lawsuit upon proof of their identity, whether or not they exercise it, is a benefit in the fund created by the efforts of the class representatives and their counsel").

1. <u>The Requested Fee Satisfies Washington's Percentage-of-Recovery Test.</u>

The Ninth Circuit asks district courts to "consider[] all of the circumstances of the case" and "reach[] a reasonable percentage." *Vizcaino*, 290 F.3d at 1048. Washington courts follow the same approach.

Courts may consider the following factors: (1) whether counsel achieved exceptional results for the class; (2) whether the case was risky for class counsel; (3) whether the case was handled on a contingency basis; (4) the market rate for the particular field of law; and (5) the burdens class counsel experienced while litigating the case. *Id.* at 1048–50; *see also Bowers v. Transamerica Title Ins. Co.*, 100 Wash. 2d 581, 597–98 (1983) (award is adjusted either upward or downward to reflect factors not already taken into consideration including the contingency of the case and the quality of the work performed).

Here, Class Counsel has negotiated, for all Settlement Class Members, "the right to share in a harvest" of, at a minimum, $6,381,143.00 ($55.00 Alternative Cash Payment multiplied by 116,026 Class Members) in settlement benefits. *See Van Gemert*, 444 U.S. at 478. The $375,000.00 in combined attorneys' fees and expenses is 5.88% of that common benefit, and the

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F. Supp. 1373, 1378 (N.D. Cal. 1989) (application of the lodestar method may encourage "abuses such as unjustified work" and therefore "does not achieve the stated purposes of proportionality, predictability and protection of the class").

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requested fee award is well below those routinely approved by Washington courts in data breach cases. S*ee, e.g.*, *McAuley v. Pierce College Dist.*, Case No. 23-2-11064-7 (Pierce County), Final Approval Order dated February 28, 2025 (granting attorneys' fee of one-third of $1.2 million settlement fund and service awards of $3,500 per plaintiff); *In re: Fred Hutchinson Cancer Center Data Breach Litigation*, Case No. 23-2-24266-1 SEA (King County), Final Approval Order of May 20, 2025 (granting attorneys' fee of one-third of $11.5 million settlement fund and service awards of $2,500 per plaintiff); *Summers et al. v. Sea Mar Community Health Centers*, 22-2-00773-7 SEA (King County), Final Approval Order of December 20, 2022 (granting attorneys' fee of 30% of $4.4 million settlement fund and service awards of $2,500 per plaintiff).

2. <u>Class Counsel Obtained a Substantial Result.</u>

In determining the amount of attorneys' fees to award, a court should examine "the degree of success obtained." *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983); *Omnivision*, 559 F. Supp. 2d at 1046 ("The overall result and benefit to the class from the litigation is the most critical factor in granting a fee award."); Federal Judicial Center, *Manual for Complex Litigation*, § 27.71, p.336 (4th ed. 2004) (the "fundamental focus is on the result actually achieved for class members"). The Settlement is a significant result for the Class, comprising both prospective and monetary relief. The litigation was hard-fought, difficult, contentious, and fraught with risks for the Class.

The Settlement achieved reflects the high quality of work by skilled and experienced Class Counsel throughout the litigation and settlement negotiation. Class Counsels' fee request is commensurate with their extensive experience, which they were able to leverage to procure the settlement. The skill demonstrated by Class Counsel in developing the Complaints, coordinating the multiple cases, and negotiating and settling the action early further supports the fees requested. *See Vizcaino*, 290 F.3d at 1050, n.5; *Zepeda v. PayPal, Inc*., No. C-10-2500, 2017 WL 1113293, at *20 (N.D. Cal. Mar. 24, 2017) (class counsel's consumer class action expertise allowed for a result that "would have been unlikely if entrusted to counsel of lesser experience or capability" given the "substantive and procedural complexities" and the "contentious nature" of the

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settlement); *Allagas v. BP Solar Int'l, Inc*., No. 314CV00560SIEDL, 2016 WL 9114162, at *2 (N.D. Cal. Dec. 22, 2016) (class counsel that were "highly experienced in prosecuting and settling complex class actions" factors in favor of requested fee).

Plaintiffs believe that they would succeed in litigation and be able to recover damages on behalf of the Class. However, Class Counsel recognize that the range of potential litigation outcomes is large. The scope of damages would depend in large part on the scope of class certification, whether various theories of damages would be accepted by the Court (i.e., benefit of the bargain and loss of value of PII theories), and which causes of action survive. Whether the case would be litigated to a favorable outcome and the amount obtained through continued litigation are not certain, and the case is subject to numerous risks. By settling and paying Class Members now, practical remedies that have been absent become imminently available. Based on the size of the breach and the substantial litigation risks, the Settlement presents a robust relief package and valuable outcome for the Class compared to other recent data breach class action settlements.

The Settlement provides substantial monetary relief and significant remedial measures that Defendants have agreed to implement as a result of this litigation, all of which will benefit all Class Members, whether or not they submit a Claim Form for monetary relief. The results achieved here are substantial, and support Class Counsels' fee request.

3. The Risk Involved with the Litigation Supports the Fee Request.

"The risk that further litigation might result in Plaintiffs not recovering at all, particularly a case involving complicated legal issues, is a significant factor in the award of fees." *Omnivision*, 559 F. Supp. 2d at 1046-47; *see also Vizcaino*, 290 F.3d at 1048 (risk of dismissal or loss on class certification is relevant to evaluation of a requested fee). Class Counsel confronted significant hurdles to obtaining any recovery.

While almost all class actions involve a high level of risk, expense, and complexity, numerous courts have recognized that data breach cases are especially risky, expensive, and complex given the unsettled and evolving nature of the law. *See, e.g.*, *In re Sonic Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) ("Data breach

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litigation is complex and risky. This unsettled area of law often presents novel questions for courts. And of course, juries are always unpredictable."); *In re Anthem, Inc. Data Breach Litig*., 327 F.R.D. 299, 315 (N.D. Cal. 2018) (noting that "many of the legal issues presented in [] data-breach case[s] are novel"). This risk is highlighted by the fact that data breach cases have faced substantial hurdles in making it past the pleading stage—and more in obtaining and maintain certification. Such cases underscore the risk faced by Class Counsel.

Another significant risk faced by Plaintiffs here are the risks of maintaining class action status through trial. The class has not yet been certified, and Defendant will certainly oppose certification if the case proceeds. Thus, Plaintiffs "necessarily risk[s] losing class action status." *Grimm v. American Eagle Airlines, Inc*., No. LA CV 11-00406 JAK(MANx), 2014 WL 1274376, at *10 (C.D. Cal. Sept. 24, 2014). Class certification in contested consumer data breach cases is not common—first occurring in *Smith v. Triad of Ala., LLC*, No. 1:14-CV-324-WKW, 2017 WL 1044692, at *16 (M.D. Ala. Mar. 17, 2017). This over-arching risk simply puts a point on what is true in all class actions: class certification through trial is never a settled issue, and is always a risk for the Plaintiffs and their Counsel.

The requested fee award is appropriate when considered against such risks.

4. <u>Class Counsel Faced Substantial Risk of Non-Payment.</u>

The requested fee is also justified by the financial risks undertaken by Class Counsel in representing the Class on a contingency basis. *See Vizcaino*, 290 F.3d at 1050 (finding that class counsel's representation of the class on a contingency basis is relevant to the assessment of the fee). "Most important, 'the contingency adjustment is designed solely to compensate for the possibility . . . that the litigation would be unsuccessful and that no fee would be obtained.'" *Bowers*, 100 Wash. 2d at 598–99 (quoting *Copeland v. Marshall*, 641 F.2d 880, 893 (1980)). The public interest is served by rewarding attorneys who assume representation on a contingent basis with an enhanced fee to compensate them for the risk they might be paid nothing at all for their work. *In re Washington Public Power Supply System Sec. Litig*., 19 F.3d 1291, 1299 (9th Cir. 1994).

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In spite of the substantial risk of nonpayment, Class Counsel zealously represented the interests of the Class. "Attorneys are entitled to a larger fee award when their compensation is contingent in nature." *In re Toyota*, 2013 WL 12327929, at *32 (citing *Vizcaino*, 290 F.3d at 1048–50); *see also Kissel*, 2018 WL 6113078, at *5. The potential of receiving little or no recovery in the face of increasing risk weighs in favor of the requested fee. *See In re Washington*, 19 F.3d at 1299; *Brown v. 22nd Dist. Agric. Ass'n*, No. 15-CV-02578-DHB, 2017 WL 3131557, at *8 (S.D. Cal. July 24, 2017) (recognizing that "class counsel was forced to forego other employment in order to devote necessary time to this litigation" and the substantial risk associated with taking the matter on a contingent basis warranted "an upward adjustment to the fee award").

C. A Lodestar-Multiplier Cross-Check Confirms the Requested Fee.

The Ninth Circuit has encouraged, but not required, courts to conduct a lodestar cross-check when assessing the reasonableness of a percentage fee award. *See Bluetooth*, 654 F.3d at 944 (stating "we have also encouraged courts to guard against an unreasonable result by cross-checking their calculations against a second method" of determining fees). The first step in the lodestar method is to multiply the number of hours counsel reasonably expended on the litigation by a reasonable hourly rate. *Hanlon*, 150 F.3d at 1029. At that point, "the resulting figure may be adjusted upward or downward to account for several factors including the quality of representation, the benefit obtained for the class, the complexity and novelty of the issues presented, and the risk of nonpayment." *Id.* (citing *Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975)); *see also In re Bluetooth*, 654 F.3d at 942. The lodestar-multiplier method confirms the propriety of the requested fee here.

1. Class Counsel's lodestar is reasonable.

From inception, Class Counsel devoted 417.05 hours to the investigation, litigation, and resolution of this complex case, incurring $301,690.70 in lodestar. Joint Fee Decl. ¶¶ 14-22.[3]

[3] Class Counsel anticipate spending an additional hours seeing this case through its final resolution, including by overseeing the claims process and attending the final approval hearing.

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Counsels' time was spent investigating the claims of the Settlement Class Members, conducting informal discovery, researching and analyzing legal issues, engaging in settlement negotiations, drafting settlement and preliminary approval papers. Joint Fee Decl. ¶¶ 10, 13.[4]

Class Counsel prosecuted the claims at issue efficiently and effectively, making every effort to prevent the duplication of work that might have resulted from having multiple firms working on this case. Joint Fee Decl. ¶ 29. Throughout the litigation and mediation process, Class Counsel faced defense counsel at the top of their profession from one of the most prominent data privacy defense firms. *See DeStefano v. Zynga, Inc.*, 12-cv-04007, 2016 WL 537946, at *17 (N.D. Cal. Feb. 11, 2016) ("The quality of opposing counsel is also relevant to the quality and skill that class counsel provided.").

Class Counsel's hourly rates are reasonable and have been approved by courts in the Ninth Circuit and throughout the country. In assessing the reasonableness of an attorney's hourly rate, courts consider whether the claimed rate is "in line with those prevailing in the community for similar services by lawyers of reasonably comparable skill, experience and reputation." *Blum v. Stenson*, 465 U.S. 886, 895 n.11 (1994). Class Counsel are experienced, highly regarded members of the bar with extensive expertise in complex class actions involving consumer claims like those at issue here. *See* Joint Fee Decl. ¶ 8.

2. <u>A multiplier is warranted.</u>

The fee requested by Class Counsel reflects a multiplier of 1.1715.[5] In *Vizcaino*, the Ninth Circuit noted that multipliers have ranged from 0.6 to 19.6, and upheld an award with a 3.65

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[4] Class Counsel's efforts to secure a settlement before accruing even more lodestar further support the fee, as Class Counsel obtained a reasonable resolution prior to the filing of summary judgment motions that could have significantly weakened or eliminated Plaintiffs' claims. *See, e.g.*, *Pelletz v. Weyerhaeuser Co.*, 255 F.R.D. 537, 539 (W.D. Wash. 2009) (approving prompt settlement after thorough pre-filing negotiations).

[5] Plaintiffs' request for $375,000 is inclusive of their costs. Class Counsel incurred out-of-pocket costs totaling $21,479.65primarily to cover expenses related to mediation fees, pro hac vice fees, and administrative costs such as copying, mailing, and messenger expenses. Joint Fee Decl. ¶ 27. After deducting for those costs, $353,520.35 remains for attorneys' fees.

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multiplier in that case. *Vizcaino*, 290 F.3d at 1050–51 & n.6; *accord In re Infospace, Inc.*, 330 F. Supp. 2d 1203, 1216 (W.D. Wash. 2004) (Zilly, J.) (finding that a lodestar multiplier of 3.5 adequately compensates counsel's risk of nonpayment); *Steiner v. Am. Broad. Co, Inc.*, 248 F. App'x. 780, 783 (9th Cir. 2007) (finding a multiplier of approximately 6.85 to be "well within the range of multipliers that courts have allowed").

Courts in the Ninth Circuit use similar factors in determining the reasonableness of a percentage-of-the-fund-award as they do in determining an adjustment of lodestar when conducting a lodestar-multiplier cross check, namely: results achieved, risks stemming from the complexity of the case, and the risk of nonpayment. *See Hanlon*, 150 F.3d at 1029. Class Counsel refer the Court to the above discussion of those factors. The multiplier of 1.1715 is therefore comfortably within the spectrum of multipliers identified in *Vizcaino*, and is in line with the multipliers awarded in other courts within the Ninth Circuit.

V. CONCLUSION

Class Counsel respectfully request that this Court grant their motion and award the requested attorneys' fees and expenses, and Plaintiffs service awards in full.

DATED this 7th day of July, 2026.

Respectfully submitted,

By: */s/ Samuel J. Strauss*

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CERTIFICATE OF SERVICE

I, Samuel J. Strauss, declare and say that I am a citizen of the United States and resident of the state of Washington, over the age of 18 years, not a party to the above-entitled action, and am competent to be a witness herein. My business address and telephone number are 980 N. Michigan Ave., Suite 1610, Chicago, IL 60611, Telephone: (872) 263-1100.

On July 7, 2026, I served the foregoing document on the Defendants' counsel via King County E-Filing and E-Service System and email.

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

Executed this 7th day of July, 2026, at Chicago, Illinois.

/s/ Samuel J. Strauss
Samuel J. Strauss (WSBA No. 46971)

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