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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	No. 25-2-21664-1 KNT **PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I. INTRODUCTION

Since this Court granted Plaintiffs' Motion for Preliminary Approval, the reaction of the Settlement Class has been overwhelmingly positive. Class Members have already submitted 2,428 claims for benefits from this Settlement. While the claims period remains open until September 5, 2026, the current claims rate of 2% is in line with typical claims rates for data breach settlements and a testament to the effectiveness of the notice program and the value of the Settlement benefits. The positive response of the Settlement Class to this Settlement is further evidenced by the fact that *not one* Settlement Class Member requested exclusion from the Settlement or objected to any aspect of the Settlement. The accompanying Declaration of Ally A. Rakow of Settlement Administrator Analytics Consulting, LLC ("Rakow Decl.") details the notice and claims process.

The proposed Settlement provides substantial benefits to participating Settlement Class Members. Settlement Class Members may submit claims for up to $500 in Ordinary Documented Losses and up to $5,000 in Extraordinary Documented Losses, or alternatively elect a flat cash payment of $55. In addition, Settlement Class Members may elect to receive three years of one-bureau credit monitoring. Defendants have also agreed to separately pay Settlement Administration Costs, Service Awards of $2,000 to each Class Representative, and $375,000 in attorneys' fees and costs, subject to Court approval. Reached through arm's-length negotiations by experienced and well-informed counsel and overseen by respected mediator Judge Ronald B. Leighton (Ret.) of Washington Arbitration & Mediation, the Settlement delivers tangible and immediate benefits to Settlement Class Members and addresses the harms allegedly arising from the Data Breach without protracted and inherently risky litigation.

The proposed Settlement provides meaningful relief to the Settlement Class. Plaintiffs and Class Counsel continue to believe that the proposed Settlement is in the best interests of the Settlement Class and respectfully request that the Court grant final approval of the Settlement, approve the requested attorneys' fees and costs, approve the requested Service Awards, and enter the proposed Final Approval Order. This Motion is Unopposed.

II. STATEMENT OF FACTS

A. <u>FACTUAL BACKGROUND</u>

Defendants Teamsters Local Union Nos. 117 and 174 are Washington-based labor unions headquartered in Tukwila, Washington that represent workers in a variety of industries throughout Seattle and the surrounding communities. *See* Consolidated Class Action Complaint ¶¶ 2, 23–24. As a condition of receiving union membership services, Defendants collect, maintain, and store sensitive personal information belonging to their members, including names, dates of birth, and Social Security numbers. *Id*. ¶¶ 29–32.

On or about June 16, 2025, Defendants discovered unauthorized access to certain union files maintained on their computer systems. *Id*. ¶ 5. A subsequent investigation determined that an unauthorized party had accessed files containing highly sensitive personal information belonging to at least 123,950 individuals. *Id*. ¶ 34. The information allegedly compromised in the Data Breach included names, dates of birth, and Social Security numbers. *Id*.

Plaintiffs Pease, Frey, Sanchez, Carver, Gaworski, Moore, and Savory are members of Defendants' labor unions whose Private Information was allegedly compromised in the Data Breach. *Id*. ¶¶ 16–24, 35–36. Plaintiffs allege that Defendants failed to adequately safeguard

Settlement Class Members' Private Information and failed to implement reasonable measures to prevent unauthorized access to that information. *Id*. ¶¶ 66–70. Defendants deny all allegations of wrongdoing, fault, and liability. Settlement Agreement ("S.A.") § II.

B. PROCEDURAL HISTORY AND SETTLEMENT NEGOTIATIONS

In July and August 2025, Plaintiffs each filed separate putative class actions in this Court arising from the Data Breach. The Actions were consolidated on September 15, 2025, into *In re Teamsters Local Union Nos. 117 and 174 Data Breach Litigation*, Lead Case No. 25-2-21664-1 KNT. Plaintiffs thereafter filed their Consolidated Class Action Complaint on October 14, 2025.

The Parties participated in formal mediation, followed by weeks of arms-length settlement negotiations overseen by mediator Hon. Ronald B. Leighton (Ret.). Prior to mediation, the Parties exchanged informal discovery. This included Defendants providing information regarding the Data Breach, the affected population, and the categories of information potentially impacted. During the settlement negotiations, the Parties discussed Defendants' potential defenses, as well as their respective positions regarding liability, damages, and class certification. The parties mediated on January 26, 2026. Although the mediation did not immediately resolve all material terms, it resulted in substantial progress toward resolution of the Action. After several additional weeks of extensive arm's-length negotiations, the Parties agreed upon all material terms of the Settlement and thereafter executed the Settlement Agreement.

The Court preliminarily approved the Settlement Agreement on May 18, 2026. (Doc. 40.) The Settlement Administrator thereafter implemented the Court-approved Notice Program, and the response of the Settlement Class has been favorable. For the reasons set forth herein, and consistent with the Court's initial decision to grant preliminary approval, Plaintiffs respectfully request that the Court grant final approval of the Settlement.

C. SETTLEMENT TERMS

The material terms of the Settlement Agreement ("S.A."), which Plaintiffs previously filed with the Court (Doc. 36), are as follows:

1. Settlement Class

The Settlement Class is defined as: all 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 by electing to opt-out. S.A. ¶¶ 47–48.

2. Consideration

The settlement requires Defendants 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. Defendants have also agreed to pay for Settlement Administration Costs, Service Awards of $2,000.00 to each Class Representative, and $375,000.00 for Plaintiffs' Attorneys' Fees and Costs. *Id*. ¶ 53. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive Cash Payments payable from the Defendants. *Id*. ¶ 54.

C. <u>CLASS NOTICE AND SETTLEMENT ADMINISTRATION</u>

As directed by this Court's Preliminary Approval Order, the parties worked diligently to implement the Notice Program in coordination with the approved Settlement Administrator, Analytics Consulting, LLC (Analytics). Using records provided by Defendant, Analytics fully implemented the comprehensive Notice Program. As detailed below, the Notice Program has been successful.

1. Direct Mail Notice

On May 22, 2026 Analytics received the Class List from Defendant. After reviewing the data and accounting for duplicates, Analytics determined there were a total of 113,965 Settlement Class Members. Rakow Decl. ¶¶ 4–8. Analytics also validated all mailing addresses received against the National Change of Address database. *Id.* ¶ 6. On June 2, 2026, the Short Form (Postcard Notice) was sent via U.S. mail to 113,965 Settlement Class Members. *Id.* ¶ 11. Following this initial mailing, 22,831 Postcard Notices were returned as undeliverable. *Id.* ¶ 12. Out of those, 10,347 Postcard Notices were forwarded to new addresses discovered during an advanced address search. *Id.* ¶ 12. Ultimately, 101,481 direct notices were successfully delivered. *Id.* ¶ 13. Thus, 89% of Settlement Class Members received direct notice. *Id.* ¶ 13.

2. Settlement Website and Other Resources

As approved by the Court in its Preliminary Approval Order, the Settlement Administrator established and maintained the Settlement Website to provide Settlement Class Members with access to important information regarding the Settlement. The Settlement Website made available the Long Form Notice, Claim Form, Settlement Agreement, Preliminary Approval Order, and other relevant case documents. In addition, Settlement Class Members were able to submit claims electronically, review frequently asked questions, obtain important deadlines, and access contact information for the Settlement Administrator. *See* Order Granting Preliminary Approval ¶¶ 2, 7, 9; S.A. ¶¶ 50, 57–59.

The Settlement Administrator also established and maintained a dedicated post office box and automated toll-free telephone number to facilitate communications with Settlement Class Members and respond to inquiries regarding the Settlement and claims process. These resources were made available throughout the notice period to assist Settlement Class Members in obtaining information regarding their rights under the Settlement and the benefits available to them. S.A. ¶¶ 57–59.

E. <u>CLAIMS, OPT-OUTS AND OBJECTIONS</u>

The reaction of the Settlement Class has been overwhelmingly positive. As of July 2, 2026, the Settlement Administrator has received 2,428 claims. Rakow Decl. ¶¶ 16. Further, as of July 2, 2026, the Settlement Administrator has not received any objections to or opt outs from the Settlement. *Id.* ¶¶ 14–15.

The deadline for Settlement Class Members to request exclusion from, or object to, the Settlement expires on July 22, 2026. The deadline to submit a claim is September 5, 2026. Plaintiffs shall submit a supplemental declaration from Analytics in advance of the Final Approval hearing.

III. STATEMENT OF ISSUES

Whether this Court should enter an order of final approval over this class action settlement because it provides fair and reasonable relief to the Class, it ends expensive and uncertain litigation, and the Class Notice satisfied due process.

IV. EVIDENCE RELIED UPON

Plaintiffs rely upon the previously filed Joint Declaration of Class Counsel in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (Joint Decl.) (Doc. 36); the Settlement Agreement ("S.A."); the Court's Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (Preliminary Approval Order) (Doc. 40); and the pleadings and records on file in this matter. Plaintiffs also rely upon the Declaration of Ally A. Rakow of Analytics Consulting, LLC filed in support of this Motion.

V. ARGUMENT

Class action settlement approval takes place over three stages. First, the parties present a proposed settlement and request preliminary approval of both the settlement class and the settlement terms. *Rinky Dink Inc. v. Elec. Merch. Sys. Inc.*, No. C13-1347 JCC, 2015 WL 11234156, at *1 (W.D. Wash. Dec. 11, 2015). If preliminary approval is granted, notice is disseminated to the settlement class, class members are afforded an opportunity to submit claims, object to the settlement, or request exclusion, and the court conducts a fairness hearing. *Id.* Finally, after considering the information developed through the notice and claims process, the court determines whether final approval of the settlement and final certification of the settlement class are warranted. *Id.*

On May 18, 2026, this Court preliminarily approved the Settlement between Plaintiffs and Defendants and ordered that notice be provided to the Settlement Class. Since that time, Analytics implemented the Court-approved Notice Program; Settlement Class Members have had the opportunity to submit claims, object to the Settlement, or request exclusion; and the Parties have completed the remaining steps necessary to seek final approval. As discussed below, the Settlement represents an excellent result for the Settlement Class; was reached only after extensive investigation, arm's-length negotiations, and mediation before an experienced neutral; and provides substantial benefits while avoiding the risks, expense, and uncertainty of continued litigation. Accordingly, Plaintiffs respectfully request that the Court grant final approval of the Settlement.

A. THE COURT SHOULD GRANT FINAL APPROVAL

CR 23(e) prohibits the dismissal or compromise of a class action "without the approval of the court." Consistent with that rule, a class action may not settle unless the trial court has concluded that the proposed class settlement is "fair, adequate, and reasonable." *Pickett v. Holland Am. Line-Westours, Inc*., 145 Wn. 2d 178, 189 (2001). While courts apply "heightened scrutiny" when assessing the fairness, adequacy, and reasonableness of a pre-class certification settlement, the inquiry remains "delicate" and "largely unintrusive." *Summers v. Sea Mar Cmty. Health Ctrs*., 29 Wn. App. 2d 476, 409–500 (2024). To perform that inquiry, a trial court considers:

> [1] the likelihood of success by plaintiffs; [2] the amount of discovery or evidence; [3] the settlement terms and conditions; [4] recommendation and experience of counsel; [5] future expense and likely duration of litigation; [6] recommendation of neutral parties, if any; [7] number of objectors and nature of objections; and [8] the presence of good faith and the absence of collusion.

Pickett, 145 Wash.2d at 192. Not all factors will be relevant to every case, and the relative importance of any one factor "will depend upon and be dictated by 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 189 (internal quotation omitted). All relevant factors favor final approval of the Settlement here.

1. Plaintiffs' Likelihood of Success Merits Final Approval

The existence of risk and uncertainty to the claims asserted by Plaintiffs and the Class "weigh[] heavily in favor of a finding that the settlement was fair, adequate, and reasonable." *Id.* at 192. Here, Plaintiffs believe in the merits of their claims, but also recognize that success would be far from certain. Defendants deny all allegations of wrongdoing and contend that Plaintiffs and the Class have not suffered any cognizable harm due to Defendants' conduct relating to the Data Incident. Moreover, Defendants maintain that Plaintiffs would be unable to satisfy the requirements necessary to proceed as a class action under Washington law. Additionally, Plaintiffs remain cognizant of potential risks of proceeding to trial—particularly where no data breach class action has ever gone to trial before. While the chances of prevailing at trial, and in subsequent appeals, are uncertain, the value for the Class through the Settlement Agreement is guaranteed.

Class Counsel understood and considered these risks when negotiating the Settlement Agreement, which eliminates these risks and provides substantial compensation to Class Members without further delay.

2. The Amount of Discovery and Evidence Supports Final Approval

Where "extensive discovery" takes place before a class action settlement, final approval is favored. *Pickett*, 145 Wn.2d at 199. This ensures the parties have "sufficient information to make an informed decision about settlement." *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1239 (9th Cir. 1998). That information can be obtained through formal or informal discovery. *Id.*; *Clesceri v. Beach City Investigations & Protective Servs., Inc.*, 2011 WL 320998, at *9 (C.D. Cal. Jan. 27, 2011). Here, the Settlement is entitled to that presumption. Before participating in mediation, the Parties exchanged confidential information regarding the issues in the Action, as well as mediation position statements, enabling the Parties to meaningfully evaluate the strengths and weaknesses of their respective positions and engage in informed settlement negotiations. Joint Decl. ¶¶ 8–9. The Parties then participated in a full-day mediation before the Honorable Ronald B. Leighton (Ret.). Although the Parties did not reach an agreement during mediation, they continued negotiating at arm's length over the following weeks and ultimately reached agreement on all material terms of the Settlement, which was thereafter memorialized in the Settlement Agreement. *Id.* ¶ 10; S.A. at 2–3.

3. The Settlement Terms and Conditions Support Final Approval

The relief provided under the Settlement strongly supports final approval. In evaluating the fairness of a proposed class action settlement, courts consider the benefits made available to settlement class members in light of the risks of continued litigation. *Rinky Dink*, 2015 WL 11234156, at *2. Here, the Settlement provides substantial and meaningful relief to Settlement Class Members. Specifically, Settlement Class Members may submit claims for reimbursement of Ordinary Documented Losses of up to $500.00, Extraordinary Documented Losses of up to $5,000.00, or an Alternative Cash Payment of $55.00. In addition, all Settlement Class Members are eligible to enroll in three years of one-bureau credit monitoring. S.A. ¶¶ 53–55; Joint Decl. ¶ 31. These concrete benefits also support the conclusion that the settlement is fair, reasonable, and adequate.

4. The Positive Recommendation and Experience of Class Counsel Support Final Approval

"When experienced and skilled class counsel support a settlement, their views are given great weight." *Pickett*, 145 Wn.2d at 200. Here, Class Counsel are experienced attorneys who have litigated numerous complex class actions, including data breach and privacy cases, and have substantial experience evaluating the strengths, weaknesses, and settlement value of such claims. Joint Decl. ¶¶ 15–16. Based upon their investigation of the facts, analysis of the applicable law, exchange of information with Defendants, participation in mediation, and extensive settlement negotiations, Class Counsel concluded that the Settlement is fair, reasonable, and adequate and serves the best interests of the Settlement Class. *Id.* ¶¶ 30–33, 38–41. In reaching that conclusion, Class Counsel carefully weighed the strengths of Plaintiffs' claims against the substantial risks, expense, and delay associated with continued litigation and determined that the benefits secured by the Settlement represent an excellent result for the Settlement Class. *Id.* ¶¶ 24, 30–33.

Accordingly, the experience and informed judgment of Class Counsel further support final approval of the Settlement.

5. The Future Expense and Likely Duration of Litigation Support Final Approval of the Settlement

Another factor the Court considers in assessing the fairness of a settlement is the expense and likely duration of the litigation had a settlement not been reached. *Pickett*, 145 Wn.2d at 188. While Plaintiffs strongly believe in the merits of their case, they also understand that Defendant asserts a number of potentially case-dispositive defenses, and Plaintiffs would face continued risks if this case was litigated further. Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one face substantial hurdles. *See, e.g.*, *Hammond v. The Bank of N.Y. Mellon Corp.*, 2010 WL 2643307, at *9 (S.D.N.Y. June 25, 2010). 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). Even if Plaintiffs succeed in certifying a class and on the merits, the case is substantially likely to be tied up for years in appeals. This Settlement guarantees substantial recovery for the

Class, while obviating the need for lengthy, uncertain, and expensive litigation and risk of appeal. Indeed, as Class Counsel recognized during settlement negotiations, continued litigation would have required substantial additional time and expense while presenting risks at every stage of the proceedings, including class certification, summary judgment, trial, and appeal. Joint Decl. ¶¶ 26–29. Under these circumstances, the Settlement represents a highly favorable compromise that appropriately balances the merits of Plaintiffs' claims against the substantial risks of continued litigation. *Id*. ¶ 29.

6. The Reaction of the Class Supports Final Approval

Trial courts also consider the reactions of the class to the settlement. Here, the robust response from the Class is a testament to the effectiveness of the Court-approved notice procedures and is indicative of the Class's broad support for the Settlement. The current claims rate is approximately 2% and rising, which exceeds the claims rate from other major data breach settlements, including a 0.2% claims rate for *In re Target Corp. Customer Data Sec. Breach Litig.*, No. MDL 14- 2522 (PAM), 2017 WL 2178306, at *2 (D. Minn. May 17, 2017), *aff'd* 892 F.3d 968 (8th Cir. 2018); a 2% claims rate for *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 329 (N.D. Cal. 2018), *appeal dismissed* 2018 WL 7890391 (9th Cir. Oct. 15, 2018), and *appeal dismissed* 2018 WL 7858371 (9th Cir. Oct. 17, 2018); and a 0.5 percent claims rate in *Summers*, 29 Wn. App. 2d at 486, 491–99 (surveying case law on claims rates and noting that "[o]ne court has cited evidence that response rates in class actions generally range from 1 to 12 percent, with a median response rate of 5 to 8 percent." (internal quotation omitted)).

In addition to looking at participation, courts consider the "number of objectors and nature of objections." *Pickett*, 145 Wn.2d at 188. A court may infer a class action settlement is fair, adequate, and reasonable when few, if any, class members object to it. This Court should do so here, where no Settlement Class Members have objected to the Settlement. This total lack of objections should be construed as affirmative support for settlement approval, as the number of objections suggests an overall favorable reaction from the Class. *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 967 (9th Cir. 2009). Consequently, this factor weighs in favor of final approval.

7. The Presence of Good Faith and Absence of Collusion Support Final Approval of the Settlement.

In determining the fairness of a settlement, the Court should consider the presence of good faith and the absence of collusion. *Pickett*, 145 Wn.2d at 201. The Settlement was reached in the absence of collusion and is the product of good-faith, informed, and extensive arm's-length negotiations between experienced counsel. Joint Decl. ¶ 13. Further demonstrating the fairness of the negotiations, the Parties did not discuss Class Counsel's request for attorneys' fees or the requested Service Awards until after they had reached agreement on the substantive terms of the Settlement. *Id.* ¶ 14. The Settlement therefore reflects the informed judgment of experienced counsel following substantial investigation, the exchange of information, mediation before an experienced neutral, and extensive arm's-length negotiations. Accordingly, the Settlement is entitled to a presumption of fairness.

8. The Requested Attorneys' Fees are Fair and Reasonable.

By separate motion, Class Counsel has requested a fee of $375,000 in attorneys' fees and costs. This amount was negotiated only after the substantive terms of the settlement had been agreed upon. S.A. ¶ 87. The requested fee is supported by both the lodestar and percentage-of-the-fund methods that courts use to determine fees in class action cases. *Vizcaino v. Microsoft Corp.*, 142 F. Supp. 2d 1299, 1301 (W.D. Wash. 2001); *Lobatz v. U.S. West Cellular of California, Inc.*, 222 F.3d 1142, 1147 (9th Cir. 2000) ("[T]he aggregate amount of attorneys' fees and class settlement payments may be viewed as 'a constructive class common-fund.'"). The amount requested by Class Counsel in this matter is reasonable and fair in light of the exceptional results achieved for the Class. Finally, Class Members received settlement notices stating the amount and percentage of fees Class Counsel requested, and no Settlement Class Member has yet objected.

9. The Requested Service Awards are Fair and Reasonable.

Defendants have agreed to pay a service award in the amount of $2,000 for each of the Plaintiffs in this matter. S.A. ¶¶ 53, 85. Plaintiffs request this Court award them the agreed-upon service awards in their concurrently-filed Motion for an Award of Attorney's Fees, Costs and Service Awards. Service awards "are intended to compensate class representatives for work undertaken on behalf of a class." *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 943 (9th Cir. 2015). Here, the requested service awards do not create a conflict of interest between the Class Representatives and the Settlement Class Members because the service awards are small compared to the overall settlement relief, there was no agreement between the Class Representatives and Class Counsel regarding the awards, and the awards are not conditioned on the Plaintiffs' support for the Settlement Agreement. These factors support approval of the settlement.

B. FINAL CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE

In its Order Granting Preliminary Approval, the Court preliminarily certified the Settlement Class for settlement purposes after finding that the requirements of CR 23(a) and CR 23(b) were satisfied. Nothing has changed since the Court entered its Preliminary Approval Order that would alter those findings. To the contrary, implementation of the Court-approved Notice Program has confirmed that the Settlement is capable of efficient administration and that settlement on a class-wide basis remains the superior method of resolving the claims arising from the Data Breach. *See* S.A. ¶¶ 53–55; Joint Decl. ¶¶ 34–41. Likewise, Plaintiffs and Class Counsel have continued to fairly and adequately represent the interests of the Settlement Class throughout the settlement approval process. Order Granting Preliminary Approval ¶¶ 5–7; Joint Decl. ¶¶ 15–16, 30–41.

Accordingly, for the reasons previously recognized by this Court and because the requirements of CR 23 continue to be satisfied, Plaintiffs respectfully request that the Court finally certify the Settlement Class for settlement purposes.

VI. CONCLUSION

For all the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval to the Settlement and final certification of the Class by entering the proposed Final Approval Order.

I certify that this memorandum contains 4,006 words, in compliance with the Local Civil Rules.

Dated: July 7, 2026

By: /s/ *Samuel J. Strauss*

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**Pro hac vice forthcoming*