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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*

No. 25-2-21664-1 KNT

FINAL APPROVAL ORDER

Before the Court is Plaintiffs' Shawn Pease, James Frey, Manuel Sanchez, Russell Carver, Steve Gaworski, Kenneth Moore and Keith Savory ("Plaintiffs") Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiffs' Motion for Attorneys' Fees, Costs and Service Awards ("Motion for Attorneys' Fees").

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys' Fees, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on May 18, 2026, the Court entered an Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") (Doc. No. 40) which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims; (b) appointed Plaintiffs as the Settlement Class Representatives and appointed Leanna Loginov of Shamis & Gentile P.A., Scott Edward Cole of Cole & Van Note, Raina C. Borrelli of Strauss Borrelli PLLC, John J. Nelson of Milberg, PLLC, Gabrielle Williams of Siri &

1 Glimstad LLP, and Leigh S. Montgomery of EKSM LLP as Settlement Class Counsel; (c)
2 preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to
3 the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the
4 Settlement Administrator; and (f) set the date for the Final Approval Hearing;

5 **WHEREAS**, on June 2, 2026, pursuant to the Notice requirements set forth in the
6 Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified
7 of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to
8 opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and
9 to be heard at a Final Approval Hearing;

10 **WHEREAS**, on August 21, 2026, the Court held a Final Approval Hearing to
11 determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair,
12 reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement;
13 and (2) whether judgment should be entered dismissing this action with prejudice;

14 **WHEREAS**, the Court not being required to conduct a trial on the merits of the case or
15 determine with certainty the factual and legal issues in dispute when determining whether to
16 approve a proposed class action settlement; and

17 **WHEREAS**, the Court being required under Washington Rule of Civil Procedure 23 (the
18 “Rule”) to make the findings and conclusions hereinafter set forth for the limited purpose of
19 determining whether the Settlement Agreement should be approved as being fair, reasonable,
20 adequate and in the best interests of the Settlement Class;

21 Having given an opportunity to be heard to all requesting persons in accordance with the
22 Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and
23 counsel for Teamsters Local Union No. 117 and Teamsters Local Union No. 174, having reviewed
24 all of the submissions presented with respect to the proposed Settlement Agreement, having
25 determined that the Settlement Agreement is fair, adequate, and reasonable, having considered
26 the application made by Settlement Class Counsel for attorneys’ fees, costs, and expenses, and the
27 application for a Service Award Payments to the Representative Plaintiffs, and having reviewed
28 the materials in support thereof, and good cause appearing:

1 **IT IS ORDERED** that:

2 1. The Court has jurisdiction over the subject matter of this action and over all
3 claims raised in the Action and all Parties thereto, including the Settlement Class;

4 2. The Settlement Agreement involves allegations in Plaintiffs' Class
5 Action Complaint against Defendant for purported failure to implement or maintain adequate data
6 security measures and safeguards to protect Private Information, which Plaintiffs allege directly
7 and proximately caused injuries to Plaintiffs and Settlement Class Members.

8 3. The Settlement Agreement does not constitute an admission of liability,
9 fault, or wrongdoing of any kind whatsoever by Teamsters Local Union No. 117 and Teamsters
10 Local Union No. 174, the admission of the truth or falsity of any claims or defenses heretofore
11 made or that could have been made, and the Court expressly does not make any finding of
12 fault, liability, or wrongdoing by Teamsters Local Union No. 117 and Teamsters Local Union
13 No. 174.

14 4. Unless otherwise indicated, words spelled in this Order and Judgment
15 Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with
16 initial capital letters have the same meaning as set forth in the Settlement Agreement.

17 5. The Court, having reviewed the terms of the Settlement Agreement
18 submitted by the Parties pursuant to Rule 23, grants final approval of the Settlement
19 Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and
20 Judgment only, the Court hereby finally certifies the following Settlement Class:

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

24 6. The Settlement Agreement was entered into in good faith following arm's
25 length negotiations and is non-collusive. The Settlement Agreement is in the best interests
26 of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant
27 risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of
28 continued litigation of this complex matter, which further supports the Court's finding that the

1 Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class
2 Members. The Court finds that the uncertainties of continued litigation in both the trial and
3 appellate courts, as well as the expense associated with it, weigh in favor of approval of the
4 settlement reflected in the Settlement Agreement.

5 7. The Settlement Agreement provides, in part, and subject to a more detailed
6 description of the settlement terms in the Settlement Agreement, for:

- 7 a. Claims Administration as outlined in the Settlement Agreement
8 whereby Settlement Class Members can submit claims that will be
9 evaluated by a Settlement Administrator.
- 10 b. Defendant to pay all costs of Settlement Administration, including the
11 cost of the Settlement Administrator, instituting Notice, processing and
12 administering claims, and preparing and mailing checks.
- 13 c. Defendant to pay, subject to the approval and award of the Court, the
14 reasonable attorneys' fees, costs, and expenses of Class Counsel and
15 Service Award Payments to the Class Representatives.

16 The Court readopts and incorporates herein by reference its preliminary conclusions as to
17 the satisfaction of Rule 23 set forth in the Preliminary Approval Order and notes that because this
18 certification of the Settlement Class is in connection with the Settlement Agreement rather than
19 litigation, the Court need not address any issues of manageability that may be presented by
20 certification of the Settlement Class proposed in the Settlement Agreement.

21 8. The terms of the Settlement Agreement are fair, adequate, and reasonable
22 and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the
23 Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval
24 Hearing, Plaintiffs' application for attorneys' fees, costs, and expenses, and the Service Award
25 Payments to the Settlement Class Representatives have been provided to Settlement Class Members
26 as directed by this Court's Orders, and proof of Notice has been filed with the Court.

27 9. The Court finds that the Notice, set forth in the Settlement Agreement
28 and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under

1 the circumstances, was reasonably calculated to provide and did provide due and sufficient notice
2 to the Settlement Class of the pendency of the Action, certification of the Settlement Class
3 for settlement purposes only, the existence and terms of the Settlement Agreement, and their right
4 to object and to appear at the final approval hearing or to exclude themselves from the Settlement
5 Agreement, and satisfied the requirements of the Washington Rules of Civil Procedure, the United
6 States Constitution, and other applicable law.

7 10. As of the Opt-Out deadline, potential Settlement Class Members have
8 requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final
9 Approval Order and Judgment. Those persons are not bound by the Settlement Agreement and this
10 Final Approval Order and Judgment and shall not be entitled to any of the benefits afforded to the
11 Settlement Class Members under the Settlement Agreement, as set forth in the Settlement
12 Agreement. All Settlement Class Members who have not validly excluded themselves from the
13 Settlement Class are bound by this Final Approval Order and Judgment.

14 11. 0 objections were filed by Settlement Class Members. The Court has
15 considered all objections and finds the objections do not counsel against Settlement Agreement
16 approval, and the objections are hereby overruled in all respects.

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

20 13. The Court has considered all the documents filed in support of the
21 Settlement Agreement, and has fully considered all matters raised, all exhibits and affidavits filed, all
22 evidence received at the Final Approval Hearing, all other papers and documents comprising the
23 record herein, and all oral arguments presented to the Court.

24 14. The Parties, their respective attorneys, and the Settlement Administrator are
25 hereby directed to consummate the Settlement Agreement in accordance with this Final Approval
26 Order and Judgment and the terms of the Settlement Agreement.

27 15. Pursuant to the Settlement Agreement, Defendant, the Settlement
28 Administrator, and Settlement Class Counsel shall implement the Settlement Agreement in the

1 manner and timeframe as set forth therein.

2 16. Within the time period set forth in the Settlement Agreement, the relief
3 provided for in the Settlement Agreement shall be made available to the various Settlement Class
4 Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement
5 Agreement.

6 17. Pursuant to and as further described in the Settlement Agreement, Plaintiffs
7 and the Settlement Class Members release claims as follows:

8 Upon the Effective Date, and in consideration of the settlement relief and other
9 consideration described herein, the Releasing Parties shall be deemed to have, and by operation of
10 the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished,
11 and completely discharged the Released Parties from any and all Released Claims, including but
12 not limited to any state law or common law claims arising out of or relating to the Data Breach
13 that the Releasing Parties may have or had, such as under Washington's Consumer Protection Act
14 RCW 19.86.010 and/or Washington's Data Breach Notification Disclosure Law RCW 19.255.005.

15 The Releasing Parties also expressly waive all rights under California Civil Code
16 section 1542. The Releasing Parties also waive the provisions and rights of any law(s) that are
17 comparable in effect to California Civil Code section 1542 (including, without limitation,
18 California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent.
19 Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that,
20 once this Agreement is executed, they will not, directly or indirectly, individually or in concert
21 with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further
22 demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever,
23 against any of the Released Parties based on any of the Released Claims.

24 "Released Claims" means any and all actual, potential, filed or unfiled, known or
25 unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands,
26 liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses,
27 costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or
28 unaccrued, direct, individual or representative, of every nature and description whatsoever, based

1 on any federal, state, local, statutory or common law or any other law, against the Released Parties,
2 or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters,
3 occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to
4 the Data Breach.

5 “Released Parties” means Defendants and each entity which is controlled by, controlling
6 or under common control with Defendants and their past, present, and future direct and indirect
7 heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers,
8 reinsurers, divisions, officers, directors, shareholders, Members, agents, servants, employees,
9 partners, predecessors, successors, managers, administrators, executors, and trustees.

10 18. The Court grants final approval to the appointment of Shawn Pease, James
11 Frey, Manuel Sanchez, Russell Carver, Steve Gaworski, Kenneth Moore and Keith Savory as
12 Settlement Class Representatives. The Court concludes that the Settlement Class Representatives
13 have fairly and adequately represented the Settlement Class and will continue to do so.

14 19. Pursuant to the Settlement Agreement, and in recognition of their efforts on
15 behalf of the Settlement Class, the Court approves payments to the Settlement Class
16 Representatives in the amount of \$2,000.00 each as Service Award Payments. Defendant shall
17 make such payments in accordance with the terms of the Settlement Agreement.

18 20. The Court grants final approval to the appointment of Leanna Loginov of
19 Shamis & Gentile P.A., Scott Edward Cole of Cole & Van Note, Raina C. Borrelli of Strauss
20 Borrelli PLLC, John J. Nelson of Milberg, PLLC, Gabrielle Williams of Siri & Glimstad LLP, and
21 Leigh S. Montgomery of EKSM LLP as Settlement Class Counsel. The Court concludes that
22 Settlement Class Counsel has adequately represented the Settlement Class and will continue to
23 do so.

24 21. The Court, after careful review of the fee petition filed by Settlement Class
25 Counsel, and after applying the appropriate standards required by relevant case law, hereby
26 grants Settlement Class Counsel’s application for combined attorneys’ fees and costs of \$375,000.
27 Payment shall be made pursuant to the terms of the Settlement Agreement.

28 22. This Final Approval Order and Judgment, the Settlement Agreement, or any

1 action taken hereunder shall constitute or be construed as an admission of the merit or validity
2 of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or
3 liability of any kind on the part of Teamsters Local Union No. 117 and Teamsters Local Union No.
4 174 or the Released Persons or any admission by Teamsters Local Union No. 117 and Teamsters
5 Local Union No. 174 or the Released Persons with respect to any claim or allegation made in any
6 action or proceeding or any concession as to the merit of any of the claims asserted by Plaintiffs
7 in the Action. This Final Approval Order and Judgment and the Settlement Agreement shall not be
8 offered or be admissible in evidence against either Party or the Released Persons or cited or
9 referred to in any action or proceeding, except in an action or proceeding brought to enforce
10 its terms. Nothing contained herein or in the Settlement Agreement is or shall be construed or
11 admissible as an admission by Teamsters Local Union No. 117 and Teamsters Local Union No.
12 174 or the Released Persons that Plaintiffs' claims or any similar claims are suitable for class
13 treatment outside of this Settlement Agreement.

14 23. If the Effective Date, as defined in the Settlement Agreement, does not
15 occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order
16 shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement
17 shall be considered null and void; all of the Parties' obligations under the Settlement Agreement,
18 the Preliminary Approval Order, and this Final Approval Order and Judgment and the terms
19 and provisions of the Settlement Agreement shall have no further force and effect with respect to
20 the Parties and shall not be used in the Action or in any other proceeding for any purpose, and
21 any judgment or order entered by the Court in accordance with the terms of the Settlement
22 Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their
23 respective positions in the Action, as if the Parties never entered into the Settlement Agreement
24 (without prejudice to any of the Parties' respective positions on the issue of class certification or
25 any other issue). In such event, the Parties will jointly request that all scheduled deadlines be
26 reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further,
27 in such event, Defendant will pay amounts already billed or incurred for costs of notice to the
28 Settlement Class, and Settlement Administration, and will not, at any time, seek recovery of same

1 from any other Party to the Action or from counsel to any other Party to the Action.

2 24. This Court shall retain the authority to issue any order necessary to
3 protect its jurisdiction from any action, whether in state or federal court.

4 25. Without affecting the finality of this Final Order and Judgment, the Court will
5 retain jurisdiction over the subject matter and the Parties with respect to the interpretation
6 and implementation of the Settlement Agreement for all purposes.

7 26. This Order resolves all claims against all Parties in this action and is a final
8 order.

9 27. The matter is hereby dismissed with prejudice and without costs except as
10 provided in the Settlement Agreement.

11
12 IT IS SO ORDERED.

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14 Dated: 8/24/26

Electronic signature attached
 Judge Patrick Oishi

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EXHIBIT A
EXCLUSIONS

1. Kyle Mireles
2. Kinh Phan
3. Andrey Fadeev
4. Charles R. Richardson

**King County Superior Court
Judicial Electronic Signature Page**

Case Number: 25-2-21664-1 KNT
Case Title: IN RE TEAMSTERS LOCAL UNION NOS 117 AND 174 DATA BREACH
LITIGATION

Document Title: Order

Date Signed: 08/24/2026



Judge: Patrick Oishi

Key/ID Number: *406628860*

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