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CASE #: 24-2-17679-9 SEA

Honorable Jason Holloway
Date: January 23, 2026
Time: 9:00 a.m.
With Oral Argument

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

NICOLE KERSEY, DANA GIBSON,
XANDRA ABRAM, and CASEY SAPUTO,
individually and on behalf of all others similarly
situated.

Plaintiffs,

V.

THERAPEUTIC HEALTH SERVICES,

Defendant.

NO. 24-2-17679-9 SEA

PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS 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 1,217 valid claims for benefits from this Settlement. While the claims period remains open until January 13, 2026, the current claims rate of nearly 2.9% 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.

1 The proposed Settlement—which includes a non-reversionary common fund of
2 \$790,000.00—provides substantial benefits to all participating Settlement Class Members. The
3 common fund will be used to reimburse Settlement Class Members for documented losses,
4 distribute cash payments, and provide identity theft protection and credit monitoring services to
5 all Settlement Class Members who make a claim. Reached through arm's-length negotiations
6 by experienced and well-informed counsel and overseen by well-respected mediator Hon. John
7 W. Thornton (Ret.) of JAMS, the Settlement delivers tangible and immediate benefits to
8 Settlement Class Members and addresses the harms of the Data Breach without protracted and
9 inherently risky litigation.

11 The proposed Settlement provides meaningful relief to the Class. Plaintiffs and Class
12 Counsel continue to believe that the proposed Settlement is in the best interest of the Class and
13 request that the Court finally approve the Settlement, grant Counsel their fees and expenses,
14 and grant service awards to the Class Representatives.
15

II. STATEMENT OF FACTS

A. Factual Background

18 THS is a well-established nonprofit organization headquartered in Seattle, Washington.
19 See Consolidated Class Action Compl. (Dkt. 14), ¶ 17. Founded in 1972, THS has grown to
20 offer a wide range of services primarily focused on mental health and substance use disorders.
21 Id. THS also offers a variety of counseling and therapy options, including individual and group
22 sessions, to address both substance use and co-occurring mental health disorders. Id. Its
23 specialized programs for youth and families focus on prevention, early intervention, and
24 treatment. Id. Additionally, THS provides case management services to help clients access
25 essential social services such as housing, employment, and healthcare. Id. As a condition of

1 service and/or employment, THS collects, aggregates, maintains, and stores personal and
2 medical information belonging to its employees and patients, including. *Id.* ¶ 18. Most of this
3 information is highly sensitive and immutable.

4 On February 26, 2024, THS discovered that it had been the target of a ransomware
5 incident. *Id.* ¶ 31. A subsequent investigation determined that the sensitive personal and
6 medical information of approximately 42,000 individuals, consisting of patients and employees
7 of THS, had been obtained by an unauthorized third party. *Id.* ¶ 32. The stolen information
8 included current and former patients' and employees' full names, Social Security numbers,
9 dates of birth, health information and medical services information (collectively referred to as
10 "Personal Information.") *Id.*

11 Plaintiffs Kersey, Gibson, and Saputo are former patients of THS, and Plaintiff Abram
12 is a former employee. *Id.* ¶¶ 39, 53, 70, 84. As condition of their relationship with THS, each
13 had entrusted THS with their Personal Information. *Id.* ¶¶ 40, 54, 71, 85. Consequently, in June
14 2024, they all received the same notice that their Personal Information had been compromised
15 in the Data Breach. *Id.* ¶¶ 41, 55, 72, 86.

16 **B. Procedural History, Discovery, and Settlement Negotiations**

17 In August 2024, Plaintiffs each filed separate putative class actions in the Superior
18 Court of the State of Washington for King County against THS arising from the Data Incident.¹
19 The Actions were consolidated on December 5, 2024, into *Kersey, et al., v. Therapeutic Health*
20 *Services*, Case No. 24-2-17679-9.

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27 ¹ *Kersey v. Therapeutic Health Services*, No. 24-2-17679-9 SEA, *Saputo v. Therapeutic Health*
Services, No. 24-2-17796-5 SEA, *Abram v. Therapeutic Health Services*, No. 24-2-17995-0
SEA, *Reynolds v. Therapeutic Health Services*, No. 24-2-18090-7 SEA

1 The parties participated in formal mediation, followed by weeks of arm's-length
2 settlement negotiations overseen by well-respected mediator Hon. John W. Thornton, Jr. (Ret.).
3 *See* Decl. of Joan M. Pradhan in Supp. of Pls.' Mot. for Preliminary Approval (Dkt. 27)
4 ("Pradhan Decl.") ¶ 6. Prior to mediation, the parties exchanged informal discovery. *Id.* ¶ 5. This
5 included THS providing information related to the Data Incident and the notice it provided to
6 putative class members about the breach. *Id.* During the settlement negotiations, the Parties
7 discussed THS's potential defenses, as well as the Parties' respective positions on the merits of
8 the claims and class certification. *Id.* ¶ 6. The full-day mediation culminated in a mediator's
9 proposal, which was accepted by the Parties and resulted in the Parties reaching an agreement
10 on the essential terms of the settlement. *Id.* ¶ 7. After several weeks of extensive discussion, the
11 parties agreed on all of the terms of the Settlement Agreement and thereafter finalized all the
12 terms of the Settlement Agreement on August 26, 2025. *Id.* ¶ 7.
13

14 The Court preliminarily approved the Settlement Agreement on September 15, 2025.
15 Dkt. 30. The Settlement Administrator followed the Notice Program, and the response of the
16 Class has been very favorable. For the reasons set forth herein, and consistent with the Court's
17 initial decision to grant preliminary approval, Plaintiffs now ask the Court to grant final
18 approval of the Settlement.
19

20 **C. Settlement Terms**

21 The material terms of the Settlement Agreement ("S.A."), which Plaintiffs previously
22 filed with the Court (Dkt. 27), are as follows:
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24 1. **Settlement Class**

25 The Settlement Class is defined as:

26 All U.S. residents whose Personal Information was accessed and/or acquired in
27 the Data Incident, as identified in the Settlement Class List to be provided by
Defendant. Excluded from the Settlement Class are: (1) the Judge(s) presiding

1 over the Action and members of their immediate families and their staff; (2)
2 Defendant and its subsidiaries, parent companies, successors, predecessors, and
3 any entity in which Defendant, has a controlling interest and their current and
4 former officers and directors; (3) Settlement Class Members who properly
5 execute and submit a valid Request for Exclusion prior to the Opt-Out Deadline;
6 and (4) the successors or assigns of any such excluded natural person(s).

7 S.A. ¶ 45.

8 **2. Consideration**

9 The settlement requires THS to pay \$790,000.00 into a non-reversionary common
10 settlement fund set up by the Settlement Administrator (the “Settlement Fund”). *Id.* ¶ 53. This
11 fund will be used to fund: (i) Notice and Administration Expenses; (ii) Fee Award and Costs;
12 (iii) Service Awards; (iv) Valid Claims for Out-of-Pocket Losses; (v) Valid Claims for Attested
13 Time; and (v) Valid Claims for Alternative Cash Payments. *Id.* ¶ 57. Settlement Class Members
14 who submit a timely Valid Claim using an approved Claim Form, along with necessary
15 supporting documentation, are eligible to receive compensation for unreimbursed out-of-pocket
16 losses, up to a total of \$5,000 per person, subject to the limits of the Settlement Fund, and a
17 cash payment of \$100 (subject to pro-rata increase or decrease). *Id.* ¶¶ 59, 60. Settlement Class
18 Members are also eligible to receive free credit monitoring services. *Id.* ¶ 61. Settlement Class
19 Members will need to enroll to receive this benefit. *Id.* Participating Settlement Class Members
20 who submit a valid and timely Claim Form may elect a claim to receive a Cash Payment. *Id.*
21 ¶ 60. A Participating Settlement Class Member shall not be required to submit any
22 documentation or additional information in support of their Claim for a Cash Payment. *Id.*

23 **D. Class Notice and Settlement Administration**

24 As directed by this Court’s Preliminary Approval Order, the parties worked diligently to
25 implement the Notice Program in coordination with the approved Settlement Administrator,
26 Eisner Amper (“EAG”). Using records provided by THS, EAG fully implemented the
27

1 comprehensive Notice Program. As detailed below and in the Declaration of Ryan Aldridge
2 Regarding Notice and Settlement Administration (“Admin Decl.”), submitted herewith, that
3 Notice Program has been successful.

4 **1. Direct Mail Notice**

5 On September 25, 2025 EAG received the Class List from THS’s counsel in the form of
6 four Excel files, containing names and mailing addresses for 27,639 records, which, after
7 deduplication, resulted in unique records for 27,112 out of 42,000 Settlement Class Members.

8 Admin Decl. ¶ 4. EAG also validated all mailing addresses received against the National
9 Change of Address database. *Id.* ¶ 6. On October 15, 2025, the Short Form (“Postcard Notice”)
10 was sent via U.S. mail to a total of 27,112 Settlement Class Members. *Id.* ¶¶ 5–7. Of the 27,112
11 Postcard Notices mailed, 9,718 were returned as undeliverable. *Id.* ¶ 15. Out of those, 6,007
12 Postcard Notices were forwarded to new addresses discovered during an advanced address
13 search. *Id.* ¶ 7. Ultimately, 21,115 direct notices were successfully delivered. *Id.* ¶ 15. In
14 accordance with the Settlement Agreement, EAG caused a Reminder Notice to be mailed to
15 22,821 Settlement Class Members who, at the time of mailing, had not submitted a Claim
16 Form. *Id.* ¶ 10.

17 **2. Indirect Notice**

18 Due to the fact that Defendant did not have any valid contact information for a large
19 number of Settlement Class Members (approximately 14,900 out of approximately 42,000), the
20 parties also negotiated and executed a rigorous indirect notice campaign in order to do
21 everything practicable to reach those Settlement Class Members.

a. **Digital Notice and Press Release**

Beginning on October 15, 2025, and continuing through November 12, 2025, EAG implemented a digital campaign across the Google Display Network, Facebook, and Instagram. *Id.* ¶ 8. This digital campaign was specifically targeted at likely Settlement Class Members by being geotargeted to the State of Washington and by using behavioral, contextual, and engagement targeting focused on mental health services, substance abuse treatment, transitional living and recovery programs, addiction recovery, homeless shelters, and food banks. *Id.* This work also included targeting at local support organizations such as the Washington State Department of Social and Health Services, Behavioral Health Catalyst, Washington Mental Health Counselors Association, NAMI Washington, Tacoma Rescue Mission, among others. *Id.* In total this campaign generated an impressive 11,580,720 impressions. *Id.*

Additionally, on October 15, 2025, EAG disseminated the short form notice of Cision's PR Newswire's Washington State newswire, which resulted in 239 pick-ups by media outlets with a total potential audience of 64,200,000. *Id.*

b. Settlement Website, Post Office Box, Tol-Free Number, and Email Support

On October 15, 2025, EAG also published the Settlement Website, www.THSDatasettlement.com. *Id.* ¶ 11. The Settlement Website made available all relevant documents to the Settlement, including the Long-Form Notice, the Claim Form, the Settlement Agreement, and the Orders of this Court; in addition, visitors to the Settlement Website were able to submit claims online, find answers to frequently asked questions, see important deadlines and dates, and contact information for EAG. *Id.* As of January 9, 2026, the Settlement Website has received 505,525 page views from 73,337 unique visitors. *Id.*

1 EAG also maintains a P.O. Box for the Settlement Program, and established an email
2 address, info@THSDDataSettlement.com, to provide additional support for Settlement Class
3 Members and to allow for the submission of claims, exclusions requests, and other settlement-
4 related correspondence. *Id.* ¶¶ 12, 14.

5 Finally, EAG established toll-free telephone number, 1-844-577-9593, available
6 twenty-four hours a day, seven days a week, which allows Settlement class Members to call
7 and interact with an interactive voice response system that provides important settlement
8 information and offers the ability to leave a voice message to address specific questions or
9 requests. *Id.* ¶ 13.

11 **3. Effectiveness of the Notice Program**

12 Through the Notice Program, 77.88% of Settlement Class Members received direct
13 notice. *Id.* ¶ 15.

15 **E. Claims, Opt-Outs, and Objections**

16 The reaction of the Settlement Class has been very positive, and there are several days
17 remaining before the claims deadline. To date, EAG has received 67,174 claims submissions,
18 of which 1,217 claims have been determined to be non-duplicative and from Settlement Class
19 Members. *Id.* ¶ 16. Of those claims, one was for reimbursement of Documented Monetary
20 Losses, 580 were for Credit Monitoring, and 1,192 were for the Pro Rata Cash Payment. *Id.* To
21 date there remain 10,694 claims pending additional verification; EAG is presently working on
22 acquiring that additional verification and validating said claims. *Id.* ¶¶ 16–21.

24 The deadline to submit requests for exclusion from the Settlement or to Object was
25 December 15, 2025. No Settlement Class Member requested exclusion from the Settlement and
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1 no Settlement Class Member objected to the settlement, a result which speaks for itself. *Id.*
2 ¶¶ 22–23.

3 **III. STATEMENT OF ISSUES**

4 Whether this Court should enter an order of final approval over this class action
5 settlement because it provides fair and reasonable relief to the Class, ends expensive and
6 uncertain litigation, and the Class Notice satisfied due process.
7

8 **IV. EVIDENCE RELIED UPON**

9 Plaintiffs rely on the Declaration of Ryan Aldridge Regarding Notice and Settlement
10 Administration (“Admin Decl.”); the Declaration of Joan M. Pradhan in Support of Plaintiffs’
11 Motion for Preliminary Approval, previously filed with the Court at Dkt. 27 (“Pradhan Decl.”);
12 the Settlement Agreement (“S.A.”) previously filed with the Court attached to Ms. Pradhan’s
13 Declaration; and the previous pleadings and records on file in this matter.
14

15 **V. ARGUMENT**

16 Class action settlement approval “take[s] place over three stages. First, the parties
17 present a proposed settlement asking the Court to provide preliminary approval for both (a) the
18 settlement class and (b) the settlement terms.” *Rinky Dink Inc. v. Elec. Merch. Sys. Inc.*, No.
19 C13-1347 JCC, 2015 WL 11234156, at *1 (W.D. Wash. Decl. 11, 2015). Second, if
20 preliminary approval is granted, “(i) notice is sent to the class describing the terms of the
21 proposed settlement, (ii) class members are given an opportunity to object or opt out, and (iii)
22 the court holds a fairness hearing at which class members may appear and support or object to
23 the settlement.” *Id.* “Third, taking account of all of the information learned during the
24 aforementioned processes, the court decides whether or not to give final approval to the
25 settlement and class certification.” *Id.* Now at the third and final stage of this process, Plaintiffs
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1 respectfully request that the Court decide that final approval is appropriate both as to the
2 Settlement and as to certification of the Settlement Class.

3 **A. The Court Should Grant Final Approval of the Settlement**

4 Plaintiffs respectfully request that the Court grant final approval of this class action
5 settlement in accordance with CR 23. CR 23(e) prohibits the dismissal or compromise of a
6 class action “without the approval of the court.” Consistent with that rule, a class action may
7 not settle unless the trial court has concluded that the proposed class settlement is “fair,
8 adequate, and reasonable.” *Pickett v. Holland Am. Line-Westours, Inc.*, 145 Wash.2d 178, 188
9 (Wash. 2001). While courts apply “heightened scrutiny” when assessing the fairness, adequacy,
10 and reasonableness of a pre-class certification settlement, the inquiry remains “delicate” and
11 “largely unintrusive.” *Summers v. Sea Mar Cnty. Health Ctrs.*, 29 Wash.App.2d 476, 500
12 (Wash. App. 2024), *review denied sub nom. Barnes v. Sea Mar Cnty. Health Ctrs.*, 3 Wash.3d
13 1002 (Wash. 2024). To perform that inquiry, a trial court considers:

14 [1] the likelihood of success by plaintiffs; [2] the amount of
15 discovery or evidence; [3] the settlement terms and conditions;
16 [4] recommendation and experience of counsel; [5] future
17 expense and likely duration of litigation; [6] recommendation of
18 neutral parties, if any; [7] number of objectors and nature of
19 objections; and [8] the presence of good faith and the absence of
20 collusion.

21 *Pickett.*, 145 Wash.2d at 188. Not all factors will be relevant to every case, and the relative
22 importance of any one factor “will depend upon and be dictated by the nature of the claim(s)
23 advanced, the type(s) of relief sought, and the unique facts and circumstances presented by
24 each individual case.” *Id.* All relevant factors favor final approval of the Settlement here.

1 **1. Plaintiffs' Likelihood of Success Merits Final Approval**

2 The existence of risk and uncertainty to the claims asserted by Plaintiffs and the Class
3 “weigh[] heavily in favor of a finding that the settlement was fair, adequate, and reasonable.”
4 *Id.* at 192. Here, Plaintiffs believe in the merits of their claims, but also recognize that success
5 would be far from certain. Defendant denies all allegations of wrongdoing and contends that
6 Plaintiffs and the Class have not suffered any cognizable harm due to Defendant’s conduct
7 relating to the Data Incident. Moreover, Defendant maintains that Plaintiffs would be unable to
8 satisfy the requirements necessary to proceed as a class action under Washington law.
9 Additionally, Plaintiffs remain cognizant of potential risks of proceeding to trial. While the
10 chances of prevailing at trial, and in subsequent appeals, are uncertain, the value for the Class
11 through the Settlement Agreement is guaranteed. Class Counsel understood and considered
12 these risks when negotiating the Settlement Agreement, which eliminates these risks and
13 provides substantial compensation to Class Members without further delay.

14 **2. The Amount of Discovery and Evidence Supports Final Approval**

15 Where “extensive discovery” takes place before a class action settlement, final approval
16 is favored. *Pickett*, 145 Wash.2d at 361. This ensures the parties have “sufficient information to
17 make an informed decision about settlement.” *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234,
18 1239 (9th Cir. 1998). That information can be obtained through formal or informal discovery.
19 *Clesceri v. Beach City Investigations & Protective Servs., Inc.*, 2011 WL 320998, at *9 (C.D.
20 Cal. Jan. 27, 2011).

21 Here, prior to any settlement negotiations, the Parties exchanged extensive informal
22 discovery. Specifically, Defendant provided information related to the Data Incident and the
23 notice it provided putative class members about the Data Incident. *See* Pradhan Decl. ¶ 5. Class
24

1 Counsel investigated the facts thoroughly through review of the informal discovery and
2 discussions with Class Members, and they evaluated the legal issues and potential roadblocks
3 to recovery. *Id.* The Parties also exchanged lengthy briefs addressing the strengths and
4 weaknesses of their respective claims, which were also provided to the mediator, Hon. John W.
5 Thornton (Ret.). *Id.* ¶ 6. With this, Class Counsel concluded that a settlement according to the
6 terms set forth in the Settlement Agreement was fair, reasonable, and adequate, and if
7 approved, would provide outstanding relief to the Settlement Class. *Id.* ¶¶17–23.

8

9 **3. The Settlement Terms and Conditions Support Final Approval**

10 The terms and conditions of the proposed Settlement Agreement support its final
11 approval. All Settlement Class Members who submit a valid and timely Claim Form are
12 entitled to compensation up to a total of \$5,000 in reimbursement for unreimbursed costs or
13 expenditures incurred that are fairly traceable to the Data Breach. S.A. ¶ 59. Settlement Class
14 Members are also eligible to make a claim for a *pro rata* cash payment from the Settlement
15 Fund, up to a total of \$200.00 per claimant subject to the limits of the Settlement Fund. *Id.*
16 ¶¶ 60, 70, 71. Finally, all Settlement Class Members are eligible to make a claim for Credit
17 Monitoring services to protect them from future harm as a result of the Data Breach. *Id.* ¶ 61.
18 These concrete benefits also support the conclusion that the settlement is fair, reasonable, and
19 adequate.

20

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

23 “When experienced and skilled class counsel support a settlement, their views are given
24 great weight.” *Pickett*, 145 Wash.2d at 200. Class Counsel in the present matter, who are
25 experienced and skilled in complex class action litigation, and data breach litigation in
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1 particular, support the Settlement as fair, reasonable, and adequate and in the best interests of
2 the Class. Pradhan Decl. ¶¶ 24–26. Class Counsel have significant experience and have
3 litigated the case aggressively and effectively. Given Class Counsel’s knowledge and
4 experience, Counsel believes the Settlement is an excellent result that provides substantial
5 benefits for Settlement Class Members. *Id.*

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7 **5. The Future Expense and Likely Duration of Litigation Support Final Approval**

8 Another factor the Court considers in assessing the fairness of a settlement is the
9 expense and likely duration of the litigation had a settlement not been reached. *Pickett*, 145
10 Wash.2d at 188. While Plaintiffs strongly believe in the merits of their case, they also
11 understand that Defendant asserts a number of potentially case-dispositive defenses, and
12 Plaintiffs would face continued risks if this case was litigated further. Due at least in part to
13 their cutting-edge nature and the rapidly evolving law, data breach cases like this one face
14 substantial hurdles. *See, e.g., Hammond v. The Bank of N.Y. Mellon Corp.*, 2010 WL 2643307,
15 at *9 (S.D.N.Y. June 25, 2010). Class certification is another hurdle that would have to be
16 met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford Bros.*
17 *Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). Even if Plaintiffs succeed
18 in certifying a class and on the merits, the case is substantially likely to be tied up for years in
19 appeals.

20
21 This Settlement guarantees substantial recovery for the Class, while obviating the need
22 for lengthy, uncertain, and expensive litigation and risk of appeal. Although the parties
23 conducted significant informal discovery (Pradhan Decl. ¶ 5), continued litigation of this matter
24 would cause additional expense and delay. In contrast, the Settlement makes substantial
25 monetary relief available to Class Members in a prompt and efficient manner.

1 **6. The Reaction of the Class Supports Final Approval**

2 Trial courts also consider the reactions of the class to the settlement. Here, the robust
3 response from the Class is a testament to the effectiveness of the Court-approved notice
4 procedures and is indicative of the Class's broad support for the Settlement. The current claims
5 rate is approaching 2.9% and rising, which exceeds the claims rate from other major data
6 breach settlements: 0.2% (*In re Target Corp. Customer Data Sec. Breach Litig.*, No. MDL 14-
7 2522 (PAM), 2017 WL 2178306, at *2 (D. Minn. May 17, 2017), *aff'd*, 892 F.3d 968 (8th Cir.
8 2018)); and 2% (*In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 329 (N.D. Cal. 2018),
9 *appeal dismissed sub nom. In re Anthem, Inc., Customer Data Sec. Breach Litig.*, No. 18-
10 16866, 2018 WL 7890391 (9th Cir. Oct. 15, 2018), *and appeal dismissed sub nom. In re*
11 *Anthem, Inc., Customer Data Sec. Breach Litig.*, No. 18-16826, 2018 WL 7858371 (9th Cir.
12 Oct. 17, 2018); *see also In re Equifax Inc. Customer Data Sec. Breach Litig.*, 1:17-MD-2800-
13 TWT, 2020 WL 256132, at *4, *28 (N.D. Ga. Jan. 13, 2020) (praising claims rate for data
14 breach settlement that exceeded 10% at final approval).

17 In addition to looking at participation, courts consider the "number of objectors and
18 nature of objections." *Pickett, Inc.*, 35 P.3d at 356. A court may infer a class action settlement
19 is fair, adequate, and reasonable when few, if any, class members object to it. This Court
20 should do so here, where no Settlement Class Members objected to the Settlement. This total
21 lack of objections should be construed as affirmative support for settlement approval, as the
22 number of objections suggests an overall favorable reaction from the Class. *Rodriguez v. West*
23 *Publ'g Corp.*, 563 F.3d 948, 967 (9th Cir. 2009). Consequently, this factor weighs in favor of
24 final approval.

1 **7. The Presence of Good Faith and Absence of Collusion Support Final Approval.**

2 In determining the fairness of a settlement, the Court should consider the presence of
3 good faith and the absence of collusion. *Pickett*, 145 Wn.2d at 201. Here, there has been no
4 collusion or bad faith. The settlement is the result of extensive negotiations between
5 experienced attorneys who are highly familiar with class action litigation and the legal and
6 factual issues of this case. Moreover, the Settlement was achieved under the auspices of a
7 highly experienced and respected mediator and retired judge, Hon. John W. Thornton (Ret.) of
8 JAMS. Pradhan Decl. ¶¶ 5–7, 24. At all times, the negotiations leading to the settlement were
9 adversarial, non-collusive, and at arm's length. *Id.* ¶ 6.

10 **8. Class Members Received the Best Notice Practicable.**

11 This Court, in its Preliminary Approval Order, determined that the notice program
12 meets the requirements of due process and applicable law, provides the best notice practicable
13 under the circumstances, and constitutes due and sufficient notice of all individuals entitled
14 thereto. The Settlement Administrator faithfully implemented the program with the help of
15 Class Counsel. Admin Decl. ¶¶ 4–15.

16 To date, the Notice program has been successful, despite the challenges of having no
17 ability to directly notice a large percentage of the Settlement Class. Over 26,500 postcard
18 notices were mailed, with a further 6,007 being remailed after skip tracing. *Id.* ¶¶ 7, 15. There
19 was an extensive digital notice campaign targeting those members of the Settlement Class for
20 whom there were no addresses or contact information available, which garnered 11,580,720
21 impressions. *Id.* ¶ 8. There was also a press release which had 239 pick ups by media outlets
22 with a total potential audience of 64,200,000. *Id.* ¶ 9. EAG also transmitted a reminder notice,
23 in accordance with the Notice Plan, to 22,821 Settlement class Members who, at the time of
24

1 mailing had not submitted a Claim Form. *Id.* ¶ 10. Finally, the Settlement Website has, as of
2 January 9, 2026, received 505,525 page views from 73,337 unique visitors. *Id.* ¶ 11.

3 **9. The Requested Attorneys' Fees are Fair and Reasonable.**

4 By separate motion, Class Counsel has requested a fee of \$237,000 (30% of the
5 Settlement Fund), as well as \$5,923.28 in costs. *See* Plaintiffs' Motion for an Award of
6 Attorney's Fees, Costs, and Service Awards (Dkt. 32). This amount was negotiated only after
7 the substantive terms of the settlement had been agreed upon. Pradhan Decl. ¶16.

8 The requested fee is supported by both the lodestar and percentage-of-the-fund methods
9 that courts use to determine fees in class action cases. *Vizcaino v. Microsoft Corp.*, 142 F.
10 Supp.2d 1299, 1301 (W.D. Wash. 2001); *Lobatz v. U.S. West Cellular of California, Inc.*, 222
11 F.3d 1142, 1147 (9th Cir. 2000) (“the aggregate amount of attorneys’ fees and class settlement
12 payments may be viewed as a constructive class common-fund”). *See* Plaintiffs' Motion for an
13 Award of Attorney's Fees, Costs, and Service Awards (Dkt. 32). The amount requested by
14 Class Counsel in this matter is reasonable and fair in light of the exceptional results achieved
15 for the Class. Finally, Class Members received settlement notices stating the amount and
16 percentage of fees Class Counsel requested, and no Settlement Class Member objected

17 **10. The Requested Service Awards are Fair and Reasonable.**

18 THS has agreed to pay a service award in the amount of \$4,000 for each of the four (4)
19 Plaintiffs in this matter. S.A. ¶ 100. Plaintiffs request this Court award them the agreed-upon
20 service awards in their previously-filed Motion for an Award of Attorney's Fees, Costs and
21 Service Awards. Service awards “are intended to compensate class representatives for work
22 undertaken on behalf of a class.” *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 943
23 (9th Cir. 2015). Here, the requested service awards do not create a conflict of interest between
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1 the Class Representatives and the Settlement Class Members because the service awards are
2 small compared to the overall settlement relief, there was no agreement between the Class
3 Representatives and Class Counsel regarding the awards, and the awards are not conditioned on
4 the Plaintiffs' support for the Settlement Agreement. The basis for the service awards is purely
5 to compensate Plaintiffs for their time and efforts in initiating the lawsuit, staying abreast of all
6 aspects of this litigation, and cooperating with counsel while fairly and adequately protecting
7 the interests of the Settlement Class Members. Thus, the service awards do not constitute
8 preferential treatment. These factors support approval of the settlement.

10 **B. Final Certification of the Settlement Class is Appropriate**

11 Certification of a settlement class requires analysis of the factors defined in CR 23.
12 *Pickett*, 35 P.3d at 357. This Court provisionally certified the Settlement Class in its
13 Preliminary Approval Order, finding that the requirements of Rules 23(a) and (b)(3) were met.
14 Dkt. 30. Because no relevant facts have changed since the Court certified the Settlement Class,
15 the Court need not revisit class certification here. The Settlement Class should now be finally
16 certified.

18 **VI. CONCLUSION**

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

22 I certify that this memorandum contains 4,671 words, in compliance with the Local
23 Civil Rules.

1 Dated: January 9, 2026

Respectfully submitted,

2 *s/Kaleigh N. Boyd*

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CERTIFICATE OF SERVICE

I, Linsey M. Teppner, 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 1200 Fifth Avenue, Suite 1700, Seattle, Washington 98101, telephone 206.682.5600.

On January 9, 2026, I caused to be served the foregoing document on the individual named below via KC Script Portal e-Service:

John Mills
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**GORDON REES SCULLY
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New York, NY 10004

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

Executed this 9th day of January, 2026, at Seattle, Washington.

Linsey M. Teppner, Legal Assistant