The Honorable Stanley A Bastian

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
SPOKANE DIVISION

RAE WHITMAN, individually and on behalf of all others similarly situated, Plaintiff, v. WHITMAN COUNTY PUBLIC HOSPITAL DISTRICT #3, d/b/a WHITMAN HOSPITAL & MEDICAL CENTER, Defendant.	Case No. 2:25-cv-00246-SAB **PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

The administration of the Settlement Agreement[1] in this case, to date, has been an overwhelming success. Of the approximately 57,631[2] individuals in the

[1] All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement, attached as Exhibit 1 to ECF No. 23.

[2] While the Settlement Agreement refers to approximately 64,401 individuals in the Settlement Class, after processing and de-duplicating the

Settlement Class, **none** have opted out of the Settlement, and **none** have objected. The proposed Settlement, which provides for $500,000.00 in a non-reversionary Settlement Fund for the Settlement Class, provides the Settlement Class with meaningful relief, commensurate with the damages they sustained. Reached through arm's-length negotiations after contested litigation by experienced and well-informed counsel, the Settlement will deliver tangible, immediate benefits to Settlement Class Members, addressing the potential harms of the data breach without protracted and inherently risky litigation.

Plaintiff Rae Whitman, individually and on behalf of the putative class, now moves under Federal Rule of Civil Procedure 23(e) for an Order granting final approval of the proposed class action settlement so that the Parties can begin the process of distributing Settlement Benefits to those Settlement Class Members who have submitted Valid Claims. Because the proposed Settlement is fair, reasonable, and adequate, and because it satisfies all the requirements of Rule 23, the Court should finally certify the Settlement Class and grant final approval of the Settlement Agreement. Defendant does not oppose this Motion.

BACKGROUND

This litigation arises from a data security incident that took place on Defendant's systems between December 26, 2024, and February 28, 2025 (the "Data Incident") through which an unauthorized actor unlawfully gained access to Defendant's electronic systems containing Plaintiff's and Settlement Class Members' names, dates of birth, addresses, Social Security numbers, financial account information, diagnosis details, laboratory results, medications, other

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settlement Class records, the Settlement Administrator determined that the Settlement Class Member population consists of 57,631 unique records.

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treatment information, health insurance information, provider names, and/or dates of treatment (collectively, "Private Information"). (Settlement Agreement ("S.A.") ¶ 51). Plaintiff alleged that because of the Data Incident, cybercriminals accessed and/or acquired Plaintiff's and Settlement Class Members' Private Information from Defendant's network. (Class Action Compl. ("Compl."), ¶ 1).

Plaintiff incorporates by reference her Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") (ECF No. 23) which describes Plaintiff's investigation and allegations made in the Complaint (ECF No. 1-2), the Parties' exchange of informal discovery, mediation, and the negotiations that led to the Settlement Agreement currently before the Court. Plaintiff's Motion for Preliminary Approval also explains the Settlement Benefits provided under the terms of the Parties' Settlement Agreement. *See* ECF No. 23 at 4–5. Briefly summarized, the Settlement Agreement provides for up to $5,000.00 in reimbursement for Documented Losses, or alternatively, Settlement Class Members may claim an Alternate Cash payment in the estimated amount of $60.00. *See* S.A. ¶ 71(a)–(c). In addition to monetary relief, Settlement Class Members are eligible to claim two years of one-bureau credit monitoring. *Id.*

A. The Notice Program has been successfully implemented.

As directed by this Court's Preliminary Approval Order, ECF No. 25, the Parties worked diligently to implement the Notice Program in coordination with the approved Settlement Administrator, Eisner Advisory Group, LLC ("Eisner"). Using records provided by Defendant, Eisner fully implemented the comprehensive Notice Program consisting of direct-mail Postcard Notice, a Settlement Website, and a toll-free number. As detailed below and in the Declaration of Ryan Aldridge of Eisner in connection with Final Approval of Settlement ("Admin Decl."), attached as Exhibit 1, Notice is now complete, and

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the results have been overwhelmingly successful.

1. Notice Program.

Eisner maintains a database of 57,631 Settlement Class Members that was used to effectuate the Notice Program as outlined within the Settlement Agreement. Admin Decl. ¶ 6. Eisner received the class data on March 2, 2026, in an Excel file with a total of 64,401 records. *Id.* After de-duplicating the data, Eisner determined that the Settlement Class Member population consists of 57,631 unique records. *Id.* Of the 57,631 Settlement Class Members, 53,890 had an address sufficient to attempt mailing. *Id.*

Eisner caused the Notice (in the form of a postcard) to be mailed via First-Class Mail ("Postcard Notice") to Settlement Class Members for which a mailing address was available. *Id.* ¶ 7. The Postcard Notice included: (a) the web address to the case Settlement Website for access to additional information, and (b) the Settlement Class Member's rights and options under the Settlement, including the ability to submit a claim, opt out, or object, and the dates by which to act on those options. *Id.* The Notice mailing commenced on March 23, 2026, in accordance with the Preliminary Approval Order. *Id.* ¶ 9.

Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service ("USPS"). *Id.* ¶ 8. In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. *Id.* A total of 442 records did not pass these validation procedures. *Id.* Thus, in the initial mailing campaign, Eisner executed mailings to 53,448 Settlement Class Members with complete mailing information. *Id.* ¶ 9. Eisner also executed supplemental mailings for 5,090 Settlement Class Members for which

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the initial postcard was not deliverable but for which Eisner was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) skip trace searches using a third-party vendor database, or (3) requests received directly from Settlement Class Members. *Id.*

On March 23, 2026, Eisner published the Settlement Website, available at www.WhitmanSettlement.com. *Id.* ¶ 10. Visitors to the Settlement Website can download the Long Form Notice, the Claim Form, and other Court documents, such as the Class Action Complaint, the Settlement Agreement, the Unopposed Motion for Preliminary Approval, Orders of the Court, and other relevant documents. *Id.* Visitors are also able to submit claims electronically, identify important dates and deadlines, and access contact information for the Settlement Administrator. *Id.* As of May 21, 2026, the Settlement Website received 2,570 unique visits. *Id.*

On March 23, 2026, Eisner established a dedicated toll-free telephone number, 1-844-747-2148, which is available 24 hours per day, 7 days a week. *Id.* ¶ 12. Settlement Class Members can call and interact with an interactive voice response ("IVR") system that provides important Settlement information and offers the ability to leave a voicemail message to address specific requests or issues. *Id.* Eisner also provided copies of the Notice, paper Claim Form, and the Settlement Agreement to Settlement Class Members, upon request, through the toll-free number. *Id.* The toll-free number appeared in all Notices, as well as in multiple locations on the Settlement Website. *Id.* The toll-free number will remain active through the close of this Notice Program. *Id.* Eisner also established an Email address, info@WhitmanSettlement.com, to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support. *Id.* Eisner also established an email address,

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Info@WhitmanSettlement.com, to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support. *Id.* ¶ 13.

2. Class Action Fairness Act ("CAFA")

On January 22, 2026, pursuant to 28 U.S.C. § 1715, Eisner, on behalf of Defendant, caused Notice of this Settlement and related materials to be sent to the Attorneys General of all U.S. States, the District of Columbia, and the U.S. Virgin Islands as well as the Attorney General of the United States. *Id.* ¶ 5. To date, Eisner has not received any objection or any other response from any Attorney General. *Id.*

3. Effectiveness of Notice.

Through the Notice procedures outlined above, Eisner attempted to send direct Notice to 53,890 (93.51%) Settlement Class Members for which an address was available. *Id.* ¶ 14. As of May 21, 2026, the Notice Program reached a total of 49,162 (85.30%) of Settlement Class Members. *Id.*

The online claim submission feature was available beginning March 23, 2026. *Id.* ¶ 15. As of May 21, 2026, EAG has received a total of 1,650 claim submissions—of which 1,593 claims have been determined to be non-duplicative and from Settlement Class Members—which approximates to a 2.86% claims rate. *Id.* That claims rate is in line with other data breach settlements of this kind that Eisner has administered. *Id.* In addition, Eisner will continue to intake and analyze claims postmarked by the claims filing deadline of June 24, 2026, and Plaintiff and Eisner expect the claims rate to rise as additional claims are submitted. *Id.*

The deadline to submit a request for exclusion or objection was June 9, 2026. *Id.* ¶¶ 17–18. Of the approximately 57,000 Settlement Class Members, none

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has opted out, and no Settlement Class Member has objected. *Id.*

ARGUMENT

Plaintiff respectfully requests that the Court grant final certification of the Settlement Class because: (1) the Settlement Class satisfies the requirements of Rule 23(a) and (b)(3); (2) the Court-approved Notice Program satisfies both Rule 23 and due process requirements and has been fully implemented pursuant to the Court's requirements; and (3) the Settlement is fair, reasonable, and adequate.

A. The Settlement Class continues to merit certification.

A threshold inquiry at final approval is whether the Class satisfies the requirements of Rule 23(a) and (b). *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019–22 (9th Cir. 1998). The Court completed this first step in the settlement approval process when it granted preliminary approval and provisionally certified the Settlement Class. See ECF No. 25. Here, the Court's Preliminary Approval Order made specific findings that the Class met each of the four Rule 23(a) requirements of numerosity, commonality, typicality, and adequacy. *Id.* at 3. Likewise, the Court found that the Settlement Class meets each of the Rule 23(b)(3) requirements: questions of law and fact common to the members of the class predominate over any "questions affecting only individual members," and a class action is superior to other available methods of fairly and efficiently adjudicating this controversy. *Id.* Plaintiff respectfully submits that nothing has changed since these findings were made, and they remain accurate. Because no relevant facts have changed since the Court certified the Settlement Class, the Court need not revisit class certification here. *Aikens v. Panatte, LLC*, No. 2:17-cv-01519, ECF No. 54 (W.D. Wash. Feb. 5, 2019); *Ewing v. Admin. Sys., Inc., C08-0797 RAJ*, 2009 WL 10725426, at *1 (W.D. Wash. Sept. 30, 2009); *see also Jamil v. Workforce Res., LLC*, 2020 WL 6544660, at *3 (S.D. Cal. Nov. 5, 2020).

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B. Notice satisfies Due Process.

Prior to granting final approval, this Court must consider whether the members of the class received adequate notice of the settlement. Fed. R. Civ. P. 23(c)(2)(B); *accord Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). Specifically, the court must find that the notice to the class was "the best notice that is practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B). "[T]he rule does not insist on actual notice to all class members in all cases." *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017) (quoting *Mullins v. Direct Digital LLC*, 795 F.3d 654, 665 (7th Cir. 2015)). Although what constitutes the "best notice practicable" is case-specific, the Federal Judicial Center has noted that a notice campaign that reaches 70–95% of a class is often reasonable and satisfies due process. Federal Judicial Center, *Judges' Class Action Notice & Claims Process Checklist & Plain Language Guide*, 3 (2010), *available at* https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf.

The claims rate here is in line with typical data breach class action settlements at approximately 2.86%. *See Hightower v. Receivable Performance Mgmt.*, No. 2:22-cv-01683, ECF No. 85 (W.D. Wash Dec. 13, 2024) (approving settlement with 0.65% claims rate); *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 599 (N.D. Cal. 2020) (approving claims rate of .83%); *Theodore Broomfield v. Craft Brew Alliance, Inc.*, 2020 WL 1972505, at *7 (N.D. Cal. Feb. 5, 2020) (approving settlement with response rate of "about two percent"); *Bostick v. Herbalife Int'l of Am., Inc.*, No. CV 13-2488, 2015 WL 12731932, at *27 (C.D. Cal. Mat 14, 2015) (approving settlement with "response rate of less than 1%"); *see also Summers v. Sea Mar Cmty. Health Centers*, 29 Wash. App. 2d 476, 497 (2024) (finding response rate of approximately 0.5% sufficient and explaining that "[a] response rate is relevant only secondarily to the examination of the notice that

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was provided in the context of the possible forms of notice reasonably available.”).

The Court already provisionally approved the Notice Program proposed by Plaintiff and Class Counsel, including the forms of Plaintiff’s Postcard Notice and Long Form Notice, finding that they complied with the requirements of Rule 23 and due process. *See* ECF No. 25 at 4–5. The Court also approved of Plaintiff’s proposed manner of distribution of Notice forms as compliant with the requirements of Rule 23 and due process. *Id.*

Plaintiff’s implementation of that Notice Program was successful in all aspects. The Notice Program as designed and implemented reached approximately 85.30% of the identified Settlement Class. Admin. Decl. ¶ 14. That figure far exceeds the constitutional due process requirement in this Circuit. *See, e.g.*, *Askar v. Health Providers Choice, Inc.*, No. 19-CV-06125-BLF, 2021 WL 4846955, at *3 (N.D. Cal. Oct. 18, 2021) (“[N]otice plans estimated to reach a minimum of 70 percent are constitutional and comply with Rule 23.”) (citation omitted). Finally, all forms of Notice accurately described the Settlement and directed the recipient to the Settlement Website where further information was available.

The Court should therefore find that the Notice Program, as executed, satisfied Rule 23(c)(2)(B) and fully complied with due process requirements.

C. The Court should finally approve the Settlement.

To approve a class action settlement as fair, reasonable, and adequate, Rule 23(e)(2) requires the Court to consider “whether (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of

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attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other." At the final approval stage, the court considers the settlement in light of a non-exhaustive list of factors—the so-called *Churchill* factors—including:

> (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members of the proposed settlement.

Churchill Vill., LLC v. Gen. Elec., 361 F.3d 566, 575 (9th Cir. 2004); *see also Hanson v. MGM Resorts Int'l*, No. 16-cv-1661-RAJ, 2018 WL 3630284, at *4 (W.D. Wash. July 31, 2018). Not surprisingly, there is overlap between the 23(e) fairness, reasonableness, and adequacy considerations and the factors set out in the Ninth Circuit test in *Churchill*, 361 F.3d at 575. The Ninth Circuit has instructed that the court's 23(e)(2) analysis should be guided by the *Churchill* factors. *See Kim v. Allison*, 8 F.4th 1170, 1178 (9th Cir. 2021); *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011).

D. Class Counsel and Plaintiff have adequately represented the Settlement Class.

Plaintiff and Class Counsel have represented the Settlement Class adequately in connection with both the litigation and the Settlement. Plaintiff's claims are typical of, and coextensive with, those of the Settlement Class, and she has no interests that are antagonistic to other members of the Settlement Class. *See Hanlon*, 150 F.3d at 1020. Indeed, Plaintiff shares the primary goal with the

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Settlement Class of obtaining the largest possible recovery from Defendant. Class Counsel diligently represented the Class throughout the course of this complex and hard-fought litigation. Class Counsel, who are experienced in representing plaintiffs in class action and data privacy cases, have spent approximately one year litigating this case and advocating for the Class. As a result of their efforts, the Settlement provides considerable monetary relief to participating Settlement Class members. By any measure, Class Counsel's efforts constitute adequate representation of the Class.

E. The Settlement has no indicia of collusion and is the result of hard-fought negotiations.

The Ninth Circuit instructs courts to ensure that "the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Hanlon*, 150 F.3d at 1027 (quoting *Officers for Just. v. Civ. Serv. Comm'n of City & Cnty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982)). When approving a settlement prior to class certification, the Court is required to engage in "an even higher level of scrutiny for evidence of collusion or other conflicts of interest than is ordinarily required under Rule 23(e) before securing the court's approval as fair." *In re Bluetooth*, 654 F.3d at 946.

The Settlement here was the result of arm's length negotiations conducted over the course of approximately three months. *See* Declaration of Kaleigh N. Boyd in Support of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Unopposed Motion for Attorneys' Fees, Costs, and Service Award ("Boyd Decl.") ¶ 6. Courts within the Ninth Circuit "have afforded a presumption of fairness and reasonableness of a settlement agreement where that agreement was the product of non-collusive, arms' length negotiations conducted

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by capable and experienced counsel." *In re Netflix Privacy Litig.*, 2013 WL 1120801, at *4 (N.D. Cal. Mar. 18, 2013); *Garner v. State Farm Mut. Auto. Ins. Co.*, 2010 WL 1687832, at *13 (N.D. Cal. Apr. 22, 2010); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 116 (2d Cir. 2005).

Finally, the Settlement here has none of the indicia of possible collusion identified by the Ninth Circuit, such as a disproportionate requested attorneys' fee, a "clear sailing" fee agreement separate and apart from class funds, or the reversion of unpaid fees to the defendant. *See In re Bluetooth*, 654 F.3d at 947. And, while Class Counsel's fee will be determined separately, as explained in Class Counsel's Motion for Attorneys' Fees, they seek a recovery that is consistent with Ninth Circuit precedent, reflects their work performed, and is proportionate to the total benefit provided. Accordingly, all evidence indicates that this Settlement was not "the product of fraud or overreaching by, or collusion between, the negotiating parties." *Spann v. J.C. Penney Corp.*, 314 F.R.D. 312, 324–25 (C.D. Cal. 2016).

F. The relief provided in Settlement is fair and adequate in light of the risk and complexity of the case.

In Plaintiff's Motion for Preliminary Approval, Plaintiff provided an in-depth discussion regarding the fairness and adequacy of the Settlement. See ECF No. 23 at 12–18. In granting preliminary approval to the Settlement, this Court agreed that the settlement was fair and adequate, particularly when considering the current posture of this Action and the risks and benefits to the Parties involved in both settlement of these claims and continuation of the litigation. ECF No. 25 at 2. Here, evaluating the risks of continued litigation against the scope of relief this Settlement provides to the Class, the Settlement also merits final approval.

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1. The risk, expense, complexity, and likely duration of further litigation.

This Settlement is excellent not only because of the valuable Settlement Benefits obtained for the Settlement Class, but also because Plaintiff would have faced significant risks in litigating this case through trial. Although nearly all class actions involve a high level of risk, expense, and complexity—undergirding the strong judicial policy favoring amicable resolutions, *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1238 (9th Cir. 1998)—this is a complex class in an uncertain and ever-developing area of the law. Some data breach cases have faced hurdles in surviving even the pleading stage. *See, e.g.*, *Hammond v. The Bank of N.Y. Mellon Corp.*, 2010 WL 2643307, at *1–2 (S.D.N.Y. June 25, 2010) (collecting cases). Moreover, to Class Counsel's knowledge, no data breach class action has ever been tried, let alone resulted in a final judgment in favor of a class.

Each of these risks poses a risk that Settlement Class Members could end up losing the case at or before trial and recovering nothing at all. Generally, "unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results." *In re U.S. Office of Pers. Mgmt. Data Sec. Breach Litig.*, 266 F. Supp. 3d 1, 19 (D.D.C. 2017) (quoting *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004)), *reversed in part*, 928 F.3d 42 (D.C. Cir. June 21, 2019). Thus, this factor favors approval.

2. The risk of maintaining class action status through trial.

If this case were to proceed forward in adversarial litigation, Plaintiff faces the additional risk of maintaining class certification through trial because Defendant would fiercely oppose class certification. Assuming Plaintiff was able to proceed forward after obtaining a ruling certifying a contested class, she would still face risks and delays in maintaining and litigating her class claims. The Ninth

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Circuit recognizes the inherent risk that a district court "may decertify a class at any time." *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 966 (9th Cir. 2009); *see also In re Omnivision Techs. Inc.*, 559 F. Supp. 2d 1036, 1041 (N.D. Cal. 2008) ("Even if the Court were to certify the class, there is no guarantee the certification would survive through trial, as Defendants might have sought decertification or modification of the class."). Moreover, even if Plaintiff was successful in obtaining class certification and winning trial in this Court, the risk of one or more lengthy appeals would be high. All the while, any relief to Settlement Class Members would remain in limbo and be delayed. Accordingly, the risk and uncertainty surrounding certification of the Class also supports approval of the Settlement.

3. The amount offered in Settlement.

In light of the risks and uncertainties presented by data breach litigation, the value of the Settlement favors approval. As discussed above, the Settlement makes significant relief available to Settlement Class Members in the form of reimbursement for documented losses, alternate cash fund payments, and Credit Monitoring. This Settlement is a strong result for the Settlement Class, and as discussed extensively at Preliminary Approval, the amount offered is in line with other settlements in cases involving data breaches of similar scope. The relief offered by the Settlement is also reasonable in light of "the terms of any proposed award of attorney's fees, including timing of payment." Fed. R. Civ. P. 23(e)(2)(C)(iii).

4. The extent of discovery completed and the stage of proceedings.

Plaintiff was well informed about the strengths and weaknesses of this case before entering into settlement discussions on behalf of Class Members. Plaintiff sought and received informal discovery related to the scope of the Data Incident, the merits of Plaintiff's claims, Defendant's potential defenses, the size of the

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Class, and other issues relating to class certification. Class Counsel were therefore able to draw on their extensive experience in privacy and data protection litigation to efficiently uncover the relevant information bearing on the critical issues in this case. "[T]he efficiency with which the Parties were able to reach an agreement need not prevent this Court from granting . . . approval." *Hillman v. Lexicon Consulting, Inc.*, No. EDCV 16-01186-VAP(SPx), 2017 WL 10433869, at *8 (C.D. Cal. April 27, 2017). Accordingly, Plaintiff "had enough information to make an informed decision about the strength of their cases and the wisdom of settlement." *Rinky Dink Inc. v. World Bus. Lenders, LLC*, No. C14-0268-JCC, 2016 WL 4052588, at *5 (W.D. Wash. Feb. 3, 2016); *see also Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1239 (9th Cir. 1998). This factor, too, supports final approval.

5. The experience and views of Class Counsel.

Class Counsel are experienced class action litigators in the field of data breach and data privacy litigation. *See* Boyd Decl. Exhibits 1 and 2 (Class Counsel's resumes). They recommend the Settlement as being fair, reasonable, and adequate and in the best interests of the Class Members. A great deal of weight is afforded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation. *See, e.g.*, *Norton v. Maximus, Inc.*, No. 1:14-0030 WBS, 2017 WL 1424636, at *6 (D. Idaho Apr. 17, 2017); *Nat'l Rural Telecomm. Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004). In light of the complexities of the case and the risks of continuing through further discovery, class certification, summary judgment, trial, and inevitable appeals—not to mention collecting on any judgment—Class Counsel firmly believes that the Settlement represents a favorable resolution of this litigation. "Absent fraud or collusion, courts can, and should, rely upon the judgment of experienced counsel

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for the parties, when assessing a settlement's fairness and reasonableness." *Demmings v. KKW Trucking, Inc.*, No. 3:14-CV-0494-SI, 2018 WL 4495461, at *9 (D. Or. Sept. 19, 2018) (internal quotations omitted). Thus, Class Counsel's recommendation that the Settlement is fair, reasonable, and adequate "strongly favor" approval. *Lane v. Brown*, 166 F. Supp. 3d 1180, 1191 (D. Or. 2016).

6. Governmental participants.

Notice pursuant to CAFA was issued on December 9, 2025. Admin Decl. ¶ 6. As of this filing, there is no governmental participant in this matter. This factor is neutral.

7. The reaction of Settlement Class Members to the Settlement.

The reaction of the Settlement Class to the proposed Settlement has been overwhelmingly positive and supports approval. The number of class members who object to a proposed settlement "is a factor to be considered when approving a settlement" and the "absence of significant numbers of objectors weighs in favor of finding the settlement to be fair, reasonable and adequate." *Lane*, 166 F. Supp. 3d at 1191. "When few class members object, a court may appropriately infer that a class action settlement is fair, adequate, and reasonable." *Schneider v. Wilcox Farms, Inc.*, No. 07-CV-01160-JLR, 2009 WL 10726662, at *3 (W.D. Wash. Jan. 12, 2009). Here, no class members have objected. Admin Decl. ¶ 18. *See* 4 NEWBERG ON CLASS ACTIONS, § 11:48 (4th ed. 2002) ("Courts have taken the position that one indication of the fairness of a settlement is the lack of or small number of objections." (citations omitted)).

Moreover, no Settlement Class member requested exclusion from the Settlement. Admin. Decl. ¶ 17. This total lack of opposition is a strong indication that the class supports the settlement. *See Clemans v. New Werner Co.*, No. 3:12-cv-5186, 2013 WL 12108739, at *5 (W.D. Wash. Nov. 22, 2013) (in settlement

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where one objection and four exclusions were filed, court found that "the overwhelming non-opposition to and participation in the Settlement [are] strong indications of Class Members' support for the Settlement as fair, adequate, and reasonable."); *see also Rodriguez*, 563 F.3d at 967 (concluding that the district court "had discretion to find a favorable reaction" when 54 of 376,301 class members objected to settlement); *Hughes v. Microsoft Corp.*, 2001 WL 34089697, at *8–9 (W.D. Wash. Mar. 26, 2001) (granting final approval where "less than 1% of the class opted out and only nine objections were submitted").

Accordingly, the Settlement Class's supportive reaction to the Settlement favors final approval.

G. The Settlement treats Settlement Class Members equitably.

Finally, Rule 23(e)(2)(D) requires that this Court confirm that the settlement treats all class members equitably. Courts should consider "whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief." Fed. R. Civ. P. 23(e), adv. comm.'s note (2018). In determining whether this factor weighs in favor of approval, a Court must determine whether the Settlement "improperly grant[s] preferential treatment to class representatives or segments of the class." *Paredes Garcia v. Harborstone Credit Union*, 2023 WL 4315117, *5 (W.D. Wash. July 3, 2023) (quoting *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007)).

Here, the Settlement does not improperly discriminate between any segments of the class, as all Settlement Class Members are entitled to the same relief. Likewise, the provision of Service Award for the named Plaintiff is consistent with the equitable treatment of Class Members. The requested Service

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Award of $3,000.00 per Class Representative is reasonable and in line with awards granted in similar cases. *See, e.g.*, *Roe v. Frito-Lay, Inc.*, No. 14-cv-00751, 2017 WL 1315626, at *8 (N.D. Cal. Apr. 7, 2017) (noting a $5,000.00 Service Award is presumptively reasonable in the Ninth Circuit); *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 947–48 (9th Cir. 2015) (approving service awards of $5,000.00). Moreover, as the service awards fall in line with the caps on claims for monetary relief in the settlement, there is not a "'significant disparity between the incentive awards and the payments to the rest of the class members' such that it creates a conflict of interest." *Spann*, 314 F.R.D. at 328 (citing *Radcliffe v. Experian Info. Solutions Inc.*, 715 F.3d 1157, 1165 (9th Cir. 2013)).

In sum, the Settlement treats all Settlement Class Members equitably relative to each other, and final approval is appropriate.

CONCLUSION

Plaintiff respectfully requests that the Court grant this Motion for Final Approval of Class Action Settlement, find that the settlement is fair, reasonable, and adequate, and enter Plaintiff's proposed Final Approval Order.

DATED this 22nd day of May, 2026.

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CERTIFICATE OF SERVICE

I hereby certify that on May 22, 2026, a true and correct copy of the foregoing document was served via CM/ECF Defendant's counsel below:

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