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THE HONORABLE TANYA L. THORP
Department 27
Note for Consideration: November 6, 2023
Without Oral Argument

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

KARANBIR SINGH, HARPREET SINGH, and
NASTEHO OMAR,
Plaintiffs,

v.

IQ DATA INTERNATIONAL, INC., a Washington
for profit corporation,
Defendant.

NO. 20-2-07084-0 SEA

**PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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1 **I. INTRODUCTION**

2 Plaintiffs Karanbir Singh, Harpreet Singh, and Nasteho Omar filed this lawsuit on behalf
3 tenants whose residential landlord tenant accounts were placed with IQ Data International, Inc.
4 for collection. Plaintiffs allege that IQ Data added impermissible prejudgment interest
5 calculated from the date of moveout to the accounts. IQ Data denies all liability and
6 wrongdoing. After substantial discovery and motions practice, including a contested motion for
7 class certification that the Court granted, the parties engaged in arms'-length settlement
8 negotiations, including two rounds of private mediation and a mediation through the Ninth
9 Circuit Court of Appeals' mediation program.

10 The negotiations resulted in an outstanding settlement of \$4,000,000 for the Classes
11 certified by the Court. CPA Class Members¹ will receive an estimated 61% of the amounts they
12 paid in interest, while FDCPA Class Members will receive statutory damages awards estimated
13 to be between \$17 and \$35, depending on the number of FDCPA Class Members who make
14 claims.

15 Plaintiffs move for preliminary approval of the proposed settlement. The settlement
16 satisfies the requirements for preliminary approval because it was negotiated at arms' length
17 and is fair and reasonable to the Classes.

18 **II. STATEMENT OF FACTS**

19 **A. Plaintiffs' claims.**

20 Plaintiffs claim that IQ Data added prejudgment interest to unliquidated amounts, and
21 calculated that interest from the tenants' moveout dates instead of a date after the tenants
22 were billed for the charges. The interest is calculated automatically by IQ Data's CollectOne
23 software using state statutory interest rates. Plaintiffs claim that IQ Data's addition of
24 prejudgment interest to unliquidated amounts, such as amounts landlords claim are due for
25

26 _____
27 ¹ Unless otherwise noted, capitalized terms have the definitions given to them in the Settlement Agreement & Release.

1 cleaning or repair to a rental unit, is impermissible, and that even if prejudgment interest is
2 permissible, it cannot be calculated from the date of moveout.

3 **B. The parties negotiated this settlement with a solid understanding of the strengths and**
4 **weaknesses of their positions.**

5 This case was heavily litigated before IQ Data removed it to federal court. Karanbir and
6 Harpreet Singh filed this action in this Court in March 2020. Sub. No. 1. Plaintiffs amended their
7 complaint to add class allegations and add Nasteho Omar as a plaintiff and third proposed class
8 representative. Sub. No. 36.

9 Both parties took written discovery and depositions. Chandler Decl. ¶ 4. The parties
10 litigated discovery disputes before class certification. See Sub. No. 138 (granting Plaintiffs'
11 motion to compel production of documents and for second Rule 30(b)(6) deposition); Sub. No.
12 137 (denying IQ Data's motion for protective order).

13 The Court granted Plaintiffs' motion for class certification and certified two classes on
14 November 23, 2021. Sub. No. 189. IQ Data then filed motions related to the Plaintiffs'
15 depositions and to disqualify the Plaintiffs as class representatives. Plaintiffs meanwhile filed
16 other motions relating to discovery. The Court heard the many pending motions at an omnibus
17 hearing on February 17, 2022. The Court denied IQ Data's motions to disqualify the Plaintiffs as
18 class representatives. Sub. Nos. 379, 381, 383. The Court granted Plaintiffs' second motion to
19 compel and enforce the first discovery order and for sanctions. Sub. No. 377. The Court granted
20 Plaintiffs' motion to compel IQ Data's net worth information and awarded fees. Sub. No. 371.
21 The Court denied in large part IQ Data's motion for protective order against employee
22 depositions. Sub. No. 375. The Court granted Plaintiffs' motion to quash IQ Data's subpoenas
23 for Plaintiffs' employment records, Sub. No. 374, and denied IQ Data's motion for a second
24 deposition of Harpreet Singh. Sub. No. 373.

25 IQ Data then removed this case to federal court under the Class Action Fairness Act. The
26 federal court issued an order remanding the case to this Court on October 5, 2022, but IQ
27

1 appealed that order. The parties had fully briefed the appeal and were just a week away from
2 oral argument when the case settled. Chandler Decl. ¶ 6.

3 The parties participated in three full day mediations before the case settled. They
4 mediated with the Honorable John Erlick in March 2022, they participated in a full day
5 mediation with Ninth Circuit Mediator Robert Kaiser in January 2023, and ultimately agreed on
6 the settlement amount at the end of a full day mediation with the Honorable Paris Kallas (Ret.)
7 in June 2023. Chandler Decl. ¶ 7 The parties then negotiated the final terms of the Settlement
8 Agreement through direct arm's length negotiations. *Id.*

9 **C. The settlement terms.**

10 The Amended Settlement Agreement (SA) containing all the settlement terms is
11 attached as Exhibit 1 to the Declaration of Blythe Chandler.

12 1. The Settlement Classes are the Classes certified by the Court.

13 The Settlement Classes are the same as the Classes certified by the Court in November
14 2021:

15 **CPA Class:** All Washington residents who are former tenants of a
16 residential property in Washington on whose account IQ Data
17 collected, on or after January 5, 2017, interest calculated from the
18 tenant's move out date, up through the date of the Preliminary
19 Approval Order.

20 **FDCPA Class:** All Washington residents who are former tenants of
21 a residential property in Washington on whose account IQ Data
22 collected or attempted to collect, on or after January 5, 2020,
23 interest calculated from the tenant's move out date, up through
24 the date of the Preliminary Approval Order.

25 SA § II.3; Sub. No. 189.

26 2. Settlement relief.

27 IQ Data has agreed to create a Settlement Fund of \$4,000,000. SA § II.19, III.3. The
Settlement Fund will be used to pay administration costs, service awards to the Class
Representatives, and attorneys' fees and costs, as approved by the Court. The net fund after
those payments will be distributed to Settlement Class Members. A total of \$225,000 is

1 allocated to the FDCPA Class as statutory damages and the balance of the Settlement Fund
2 (approximately \$2,554,942) will be allocated to the CPA Class. Settlement Class Members in the
3 CPA Class will automatically receive a Settlement Award calculated pro rata based on the
4 amount the Class Member paid to IQ Data in interest on the account. In the event that multiple
5 tenant names are associated with a single account, the Settlement Award shall be divided
6 evenly among all tenants on the account who are Washington residents, for whom the parties
7 have contact information. Settlement Class Members in the FDCPA Class who file a claim will
8 receive an amount equal to the Settlement Class Member's share of the amount of the
9 \$225,000 allocated to FDCPA statutory damages. SA § III.5.

10 3. Claims process.

11 Members of the FDCPA Class who did not pay any money that IQ Data allocated to
12 interest will be required to file claims to receive a Settlement Awards. The postcard notice to
13 the FDCPA Class Members will include a tear-off, postage paid claim form. FDCPA Class
14 members will simply have to tear off the form, check their address information, sign the claim
15 and drop it in the mail. FDCPA Class Members will also be able to submit claim forms and
16 request electronic payments online.

17 4. Settlement administration expenses.

18 After a competitive bid process, Class Counsel have selected Kroll Settlement
19 Administration as the Class Administrator. Kroll anticipates that it will cost \$143,000 to do the
20 administration work described in the Settlement Agreement including sending postcard notices
21 to the CPA Class and postcard notices with detachable claim forms to the FDCA Class,
22 establishing the settlement website, processing claims, processing exclusion requests, mailing
23 Settlement Awards, and tax reporting. Chandler Decl. ¶ 8.

24 5. Service awards.

25 The Settlement Agreement allows the Class Representatives to request service awards
26 in an amount to be determined by Class Counsel. SA § IV.1. Class Counsel intend to request
27

1 awards of \$10,000 for each Class Representative. Chandler Decl. ¶ 9. These amounts are
2 subject to the Court's approval. SA § IV.1.

3 6. Attorneys' fees and litigation costs.

4 The Settlement Agreement allows Class Counsel to request that the Court award
5 attorneys' fees and litigation costs from the Settlement Fund. SA § IV.2. Class Counsel intend to
6 request an attorneys' fee award of \$1,000,000, which is 25% of the Settlement Fund. Class
7 Counsel will also request payment of \$47,057 in litigation costs. Chandler Decl. ¶ 10. These
8 amounts are subject to the Court's approval. SA § IV.2.

9 7. Release.

10 The Released Claims are appropriately limited to claims based on the identical factual
11 predicate as the Class Representatives claims:

12 The Releasing Parties release all claims, causes of action, damages,
13 and demands of any kind whatsoever existing as of the date of the
14 Preliminary Approval Order, whether as individual claims or as
15 claims asserted on a class basis, that were or could have been
16 sought or alleged in the Action that relate, concern, or arise from
17 the identical factual predicate that gave rise to the claims against
18 IQ Data International, Inc., asserted in the Complaint or the First
19 Amended Complaint, including but not limited to claims under the
20 Washington Consumer Protection Act, RCW 19.86 *et seq.*, the
21 Washington Collection Agency Act, RCW 19.16 *et seq.*, the Fair
22 Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, the Fair Debt
23 Collection Practices Act, 15 U.S.C. § 1692a *et seq.*, and any other
24 statutory or common law claims. Released Claims do not include
25 any claims Settlement Class Members may have against a former
26 landlord or any property management company.

27 SA § XI.2.

8. Settlement Class Members' rights.

Settlement Class Members can exclude themselves from the Settlement Classes by
advising the Class Administrator either by mail or through the Settlement Website of their
desire to opt out by the Opt-Out Deadline. Any opt-out request must include the individual's
name and address. Individuals who exclude themselves will not be Settlement Class Members

1 and will not be bound by the Settlement Agreement, its release, or the judgments of the Court.
2 SA § VIII.1. Settlement Class Members who do not exclude themselves may file a written
3 objection and may appear at the Final Approval Hearing after filing a notice of appearance with
4 the Court. SA § IX.

5 III. STATEMENT OF ISSUES

6 Whether the Court should grant preliminary approval of the proposed settlement, direct
7 notice to the Class Members, and schedule a Final Approval Hearing.

8 IV. EVIDENCE RELIED UPON

9 Plaintiffs rely on the pleadings on file in this case and the accompanying declaration of
10 Blythe H. Chandler and the exhibits thereto.

11 V. ARGUMENT AND AUTHORITY

12 A. The class action approval process.

13 As a matter of “express public policy,” Washington courts strongly favor and encourage
14 settlements. *City of Seattle v. Blume*, 134 Wn.2d 243, 258 (1997); *see also Pickett v. Holland*
15 *Am. Line Westours, Inc.*, 145 Wn.2d 178, 190 (2001). This is particularly true in class actions
16 where the costs, delays, and risks of continued litigation might otherwise overwhelm any
17 potential benefit the class could hope to obtain. *See Class Plaintiffs v. City of Seattle*, 955 F.2d
18 1268, 1276 (9th Cir. 1992).

19 Courts use a three-step process to approve class action settlements: (1) preliminary
20 approval of the proposed settlement; (2) notice of the settlement to all affected class members;
21 and (3) a final approval hearing at which class members may be heard and evidence and
22 argument concerning the fairness, adequacy, and reasonableness of the settlement may be
23 presented. William B. Rubenstein, *Newberg on Class Actions* § 13:1 (5th ed. Dec. 2021 update).
24 This procedure safeguards class members’ due process rights and enables the court to fulfill its
25 role as the guardian of class interests.

1 Plaintiffs request the Court take the first step in the settlement approval process by
2 granting preliminary approval of the proposed Settlement. The approval of a class settlement is
3 within the Court’s sound discretion. *Pickett*, 145 Wn.2d at 190.

4 **B. The settlement satisfies the criteria for preliminary approval.**

5 Review of a proposed settlement “is a delicate, albeit largely unintrusive, inquiry by the
6 trial court.” *Pickett*, 145 Wn.2d at 189; *Deien v. Seattle City Light*, 26 Wn. App.2d 57, 67 (2023).
7 At the preliminary approval stage, courts typically consider whether the proposed settlement
8 appears to be the product of non-collusive negotiations, has no obvious deficiencies, does not
9 improperly grant preferential treatment to class representatives or segments of the class, and
10 falls within the range of possible judicial approval. Newberg § 13.10. The proposed settlement
11 satisfies these requirements.

12 1. The settlement is the product of serious, informed, arms’-length negotiations.

13 This settlement is the result of adversarial litigation and arms’-length negotiations
14 conducted with the assistance of three different mediators. *Pickett*, 145 Wn.2d at 200 (“When
15 experienced and skilled class counsel support a settlement, their views are given great weight.”
16 (citation omitted)). Plaintiffs’ counsel negotiated the settlement with the benefit of many years
17 of prior experience and a solid understanding of the facts and law of this case. Chandler Decl.
18 ¶ 3. They believe the settlement is fair, reasonable, adequate, and in the best interest of the
19 Settlement Classes as a whole. *Id.* Plaintiffs’ counsel have extensive experience litigating and
20 settling class actions, and consumer class actions in particular. *See Deien*, 527 P.3d at 109
21 (affirming trial court finding that Terrell Marshall Law Group’s attorneys have “significant
22 experience litigating class action lawsuits” and agreeing that their support of a settlement is
23 entitled to great weight). The parties also negotiated the settlement with the assistance of
24 three experienced mediators. Courts recognize that “the assistance of an experienced mediator
25 in the settlement process confirms that the settlement is non-collusive.” *Betorina v. Randstad*
26 *US, L.P.*, 2017 WL 1278758, at *7 (N.D. Cal. Apr. 6, 2017).

1 2. The settlement has no obvious deficiencies and does not grant preferential
2 treatment to any Settlement Class Member.

3 The settlement treats all Class Members fairly. CPA Class Members will receive a share
4 of the Settlement Fund calculated based on how much they paid to IQ Data in allegedly
5 unlawful interest. Payments will be approximately 61% of the amounts CPA Class members paid
6 IQ Data. FDCPA Class members who file a claim will receive a pro rata share of the \$225,000
7 fund allocated to FDCPA statutory damages. Class Counsel estimate payments between \$17 and
8 \$35 to each FDCPA class member who files a claim. Requiring FDCPA Class Members to file
9 claims makes sense because absent a claims process, payments from the available FDCPA fund,
10 which is capped by statute at 1% of IQ Data’s net worth, would likely go uncashed. FDCPA Class
11 Members who were most significantly impacted by IQ Data’s conduct will likely be the most
12 motivated to file claims, all addresses will be verified before checks are mailed to them, FDCPA
13 Class Members will have the option to receive payments electronically, making it easier for
14 each claimant to get their award.

15 Class Counsel will request service awards of \$10,000 for each Plaintiff in recognition of
16 their efforts on behalf of the Settlement Classes. SA § IV.1; Chandler Decl. ¶ 9. Service awards
17 “are intended to compensate class representatives for work undertaken on behalf of a class”
18 and “are fairly typical in class action cases.” *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d
19 934, 943 (9th Cir. 2015) (citation omitted); *see also Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d
20 1322, 1329-30 & n.9 (W.D. Wash. 2009) (collecting cases approving awards from \$5,000 to
21 \$40,000); *Probst v. Wash. Dept. of Ret. Sys.*, 150 Wn. App. 1062, 2009 WL 1863993, at *5-6
22 (Wash. Ct. App. June 30, 2009) (unpublished opinion) (affirming service award of \$7,500). The
23 Plaintiffs have each been active participants in this litigation and stayed in regular
24 communication with Class Counsel for years. Each of the Plaintiffs was deposed for a full seven
25 hours and responded to two lengthy sets of discovery requests. Leonard Decl. ¶¶ 2-3. Plaintiffs
26 also gave up the potential to pursue individual emotional distress damages claims against IQ
27 Data based on the way they were treated by collection agents in favor or seeking relief on

1 behalf of the Classes. Leonard Decl. ¶ 5. Plaintiffs' support of the settlement is not conditioned
2 on the service award.

3 The Settlement Fund will also be used to pay attorneys' fees and costs in an amount
4 approved by the Court. Class Counsel anticipate filing a motion for court approval of a
5 reasonable attorneys' fees award of 25% of the Settlement Fund, or \$1,000,000 and
6 reimbursement of \$47,057 in litigation costs. SA § IV.2. The requested award is within the range
7 of awards the Washington Supreme Court has approved. *Bowles v. Dep't of Ret. Sys.*, 121
8 Wn.2d 52, 72 (1993) (fee awards for common fund cases typically range from 20% to 30%). The
9 Settlement Agreement is not contingent on the award of attorneys' fees and costs.

10 3. The settlement falls within the range of possible judicial approval.

11 This is an excellent settlement in light of the obstacles to continued litigation and
12 recovery after trial and appeal. IQ Data's agreement to pay \$4,000,000 into a non-reversionary
13 fund is a very favorable resolution of the case.

14 Plaintiffs and IQ Data are each confident in the strength of their respective cases, but
15 recognize the significant risks involved in seeing this lawsuit through at least one decertification
16 motion, summary judgment motions, and trial. For example, IQ Data maintained that even if
17 Plaintiffs are correct that interest should not have been calculated from the date of moveout,
18 interest from a later date, for example 60 days after moveout, was permissible. If IQ Data had
19 prevailed on this argument, the damages available to class members would have been
20 significantly less than the amounts recovered under the settlement. In addition, the case was
21 stuck in an interlocutory appeal when it settled. Although argument had been scheduled, there
22 may have been a lengthy delay before any decision was issued. And IQ Data would have the
23 option to appeal again if Plaintiffs won at trial, creating additional delay and risk. The
24 settlement, by contrast, will provide a guaranteed recovery for all Class Members now.

25 **C. The proposed notice plan should be approved.**

26 Notice of a class action settlement must "be given to all members of the class in such
27 manner as the court directs." CR 23(e). To protect class member rights, the Court should ensure

1 that they receive “the best notice practicable under the circumstances.” CR 23(c)(2). The best
2 practicable notice is that which is “reasonably calculated, under all the circumstances, to
3 apprise interested parties of the pendency of the action and afford them an opportunity to
4 present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

5 The parties propose that notice be provided by postcard notice sent by U.S. mail to the
6 most recent address for each Class Member in IQ Data’s records, as updated by the Class
7 Administrator and a long form notice posted on the Settlement Website. SA § VII.4 & Chandler
8 Decl., Exs. 2-3 (postcard), Ex. 4 (website). This approach will ensure that notice reaches as many
9 Settlement Class Members as possible.

10 The language of the proposed notice is straightforward and easily understood. Each
11 Class Member will receive a notice that provides all information needed to evaluate and
12 respond to the settlement. The notice will inform Settlement Class Members of the nature of
13 this litigation, the general terms of the proposed settlement, their rights under the settlement,
14 including how FDCPA Class Members can file a claim, how to file an objection to the settlement
15 or exclude themselves, the identity of Class Counsel and that Class Counsel will move for
16 approval of payment of attorneys’ fees and costs and Plaintiffs’ service awards from the
17 Settlement Fund, the Settlement Website and telephone number for additional information,
18 and the date and time of the Final Approval Hearing. Chandler Decl., Exs. 2-3; *see also* Newberg
19 § 8:17.

20 **D. Proposed schedule for final approval.**

21 The last step in the settlement approval process is a fairness hearing at which the Court
22 will make its final evaluation. Plaintiff proposes the following schedule:

23

Event	Deadline
Deadline for IQ Data to provide updated class data to Class Counsel.	Within 10 days after issuance of the Preliminary Approval Order

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Event	Deadline
Notice Date (Class Administrator to distribute Class Notice and establish Settlement Website) (SA § VII.4)	Within 30 days after issuance of the Preliminary Approval Order
Deadline for IQ Data to deposit Settlement Fund with Class Administrator	Within 45 days after issuance of the Preliminary Approval Order
Deadline for motion for attorneys' fees, costs, and service award (SA § IV.2)	Within 30 days of the Notice Date
Opt-Out and Objection Deadline (SA §§ I.10, I.11, VIII, IX)	60 days after the Notice Date
Deadline for motion for final approval (SA § X.2)	No later than 9 judicial days before the Final Approval Hearing
Class Administrator to report on completion of Class Notice (SA § X.1)	No later than 5 judicial days after the Opt-Out and Objection Deadline
Final Approval Hearing (SA § VI.1)	To be set by the Court, but no fewer than 20 days after the Opt-Out and Objection Deadline

VI. CONCLUSION

Tenants respectfully request that the Court: (1) grant preliminary approval of the settlement; (2) approve the proposed notice plan and claims process for the FDCPA Class Members; (3) appoint Kroll Settlement Administration as the Class Administrator; and (4) schedule the final approval hearing.

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RESPECTFULLY SUBMITTED AND DATED this 2nd day of November, 2023.

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TERRELL MARSHALL LAW GROUP PLLC

I certify that this memorandum contains 3,498 words, in compliance with the Local Civil Rules.

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1 **DECLARATION OF SERVICE**

2 I, Blythe H. Chandler, hereby certify that on November 2, 2023, I caused true and correct
3 copies of the foregoing to be served via the means indicated below:

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18 *Attorneys for Defendant*
19 *I.Q. Data International, Inc.*

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

22 DATED this 2nd day of November, 2023.

23
24 By: /s/ Blythe H. Chandler, WSBA #43387
25 Blythe H. Chandler, WSBA #43387
26
27