UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

Kevin Alexander QUINONEZ TORRES,

Petitioner,

v.

Julio HERNANDEZ et al.,

Respondents.

Case No. 2:26-cv-00076-TLF

DECLARATION OF LEILA KANG

I, Leila Kang, declare as follows:

1. I submit this declaration in support of Petitioner's Motion for Attorneys' Fees and Costs. I am over the age of 18, have personal knowledge of the facts set forth herein, and, if called as a witness, I could and would testify competently as set forth below.

2. I am a supervising attorney at the Northwest Immigrant Rights Project (NWIRP).

3. NWIRP is a non-profit organization that does not charge for its services. In general, NWIRP can only assist individuals with an income of up to 200% of the federal poverty level; based on the poverty guidelines for 2026, this amounts to an annual income of $31,920 or less for an individual.

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4. Mr. Quinonez Torres was detained at the Northwest ICE Processing Center (NWIPC) and had no income when he entered into a retainer agreekment with NWIRP.

5. His signed retainer contained the following provision assigning all fees to NWIRP:

> I have been informed that the law may allow NWIRP to ask the court for an award of attorneys' fees and costs if we prevail in this lawsuit. I have also been informed that if this lawsuit ends with a settlement agreement, that settlement may include a payment of attorneys' fees and costs. I agree that NWIRP may request and collect costs that NWIRP incurred and fees for this lawsuit. This means that NWIRP would be paid for its costs and its time the organization's attorneys worked on the cases. If attorney's fees and/or costs are awarded or included in a settlement agreement at the end of the case, NWIRP will receive all of the attorneys' fees and/or costs that it incurred. I will receive any money that was awarded to cover costs that I incurred. I assign all fees to NWIRP, and agree that all fees and costs incurred by NWIRP that are awarded or included in a settlement agreement may be paid to NWIRP.

6. All NWIRP staff members who performed work on this case kept contemporaneous time records, consistent with our general practice. In addition to me, attorneys Aaron Korthuis and Glenda M. Aldana Madrid expended time on this matter. I have reviewed the compilation of those time records and eliminated the entries for time spent on purely clerical tasks. In an exercise of billing judgment, I have also eliminated those hours spent on Petitioner's motion for reconsideration, Dkt. 13.

7. Attached as Exhibit A of this declaration is a calculation of the total amount of fees and costs expended, along with a compilation of the time records as explained in the above paragraph.

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

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Executed this 18th day of May 2026, in Seattle, Washington.

s/ Leila Kang
Leila Kang, WSBA No. 48048
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