

February 07 2024 4:21 PM

CONSTANCE R. WHITE
COUNTY CLERK
NO: 21-2-08744-4

The Honorable Thomas Patrick Quinlan
Hearing: March 15, 2024 @ 9:00 am

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

JULI ANN BENJAMIN, CHERYL
RETHAFORD, and LAURA BRADLEY, on
behalf of themselves and all others similarly
situated,

Plaintiff,

v.

COLUMBIA STATE BANK, a Washington
Bank Corporation, d/b/a Columbia Bank,

Defendant.

NO. 21-2-08744-4

PLAINTIFF'S MOTION FOR AN
AWARD OF ATTORNEY'S FEES,
EXPENSES, AND SERVICE AWARDS

I. INTRODUCTION AND RELIEF REQUESTED

Following extensive arm's-length negotiations, the parties reached an agreement to resolve the claims in this class action. The settlement is, undeniably, an outstanding result for the Class. Under the Settlement, Defendant has agreed to pay a total of \$700,000 into a Settlement Fund and will forgive \$359,068 in Uncollected Retry Fees, for a total Value of the Settlement of **\$1,059,068** in relief to the Class. Since this Court granted preliminary approval, the Settlement has received an overwhelmingly positive response of Class Members. Out of 14,344 Class Members, not a single Class Member opted out, and only one Class Member objected to the Settlement (and even that objection did not articulate a basis for rejecting the settlement). This demonstrates that the Class Members also view the Settlement favorably.

1 As compensation for the significant benefit conferred on the Settlement Class, Class
2 Counsel respectfully move the Court for an award of attorneys' fees in the amount of
3 \$353,022.66, which represents 33 1/3% of the Value of the Settlement, \$10,554.57 in costs, and
4 \$5,000 as a service award to Plaintiff to compensate her for the time she spent, the risks she
5 incurred, and the benefits she obtained for the Class by serving as class representative. These
6 requests are in line with awards issued in similar cases and supported by the strength of the
7 Settlement and the risks Counsel and Plaintiff incurred in litigating on behalf of the Class.
8 Accordingly, Plaintiff respectfully requests that the Court enter the proposed agreed Final
9 Approval Order approving the requested attorney's fees, expenses, and service award.

10 **II. STATEMENT OF FACTS**

11 **A. The Litigation**

12 Plaintiff filed the original Complaint in this litigation on December 16, 2021, and the
13 operative Second Amended Class Action Complaint on May 10, 2022. In the operative
14 Complaint, Plaintiff seeks monetary damages, restitution, and injunctive and declaratory relief
15 from Defendant for breach of contract, including breach of the implied covenant of good faith
16 and fair dealing, and violations of Washington's Consumer Protection Act. After Defendant
17 filed a motion to dismiss, this Court stayed the case pending mediation.

18 The parties engaged in arms-length settlement negotiations with the assistance of
19 mediator Lou Peterson. At the end of the mediation, Mr. Peterson made a mediator's proposal
20 that both Parties accepted. Gold Decl., ¶ 2. Importantly, the parties did not discuss attorney's
21 fees and costs, nor any potential service award, until they first agreed on the material terms of
22 the settlement, including the Class definitions, form and manner of Notice, class benefits, and
23 scope of the Release. *Id.* ¶ 3.

24 **B. The Settlement Agreement**

25 The Settlement includes the following key terms:

- 26
- 27 • Defendant agrees to certification of the Settlement Class, which is defined as follows: "All current or former consumer and business customers of Defendant

1 who were charged Retry Fees in a Columbia Bank account between December
2 15, 2015 and February 28, 2023”;

- 3 • Defendant will pay \$700,000 into a Settlement Fund from which the following
4 will be paid: reasonable attorney’s fees and costs; any approved Service Award
5 to Plaintiff; the Settlement Administrator’s fees and costs; and payments to
6 Class Members;
- 7 • Defendant will not pursue collection of Uncollected Retry Fees from members
8 of the Settlement Class, the total value of which is \$359,068;
- 9 • The Settlement Fund will be distributed directly to Class Members by account
10 credit or check, with no need to submit a claim or take any action;
- 11 • Any Settlement Funds constituting uncashed checks or residual amounts will not
12 revert to Defendant but will instead be paid to an appropriate *cy pres* recipient
13 proposed by Defendant and approved by the Court; and
- 14 • If finally approved, the Settlement will resolve this litigation.

15 The proposed Settlement treats all Class Members fairly and equally. Within 15 days
16 after entry of a Final Approval Order, Defendant shall transfer the Settlement Fund of \$700,000
17 to the Settlement Administrator.¹ See Settlement § 8. The Settlement Fund shall be used to pay
18 (a) distributions to Class Members; (b) court-approved Class Counsels’ fees and costs; (c) any
19 court-approved service award payment to the Class Representative; and (d) costs associated
20 with settlement administration and notice. *See id.*

21 After the Effective Date of the Settlement, the Settlement Administrator will distribute
22 payments from the Net Settlement Fund to Class Members in accordance with the plan set forth
23 in § 8(iv) of the Settlement. The Net Settlement Fund shall be distributed to Class Members
24 based on the total amount of Retry Fees each Class Member incurred. Any checks that remain
25 uncashed 200 days after the Effective Date, and any other residual amounts held by the
26 Settlement Administrator at the time of the Final Report, will be paid to a *cy pres* recipient

27 ¹ Plaintiff and Class Counsel, in conjunction with Defendant, requested and received the
Court’s approval of Settlement Services, Inc. as the Settlement Administrator. See Order
Amending Preliminary Approval of Proposed Class Action Settlement, entered on December
15, 2023.

1 proposed by Defendant and approved by the Court. *See* Settlement §§ 9, 11. The Settlement
2 also provides that Defendant will not pursue collection of any Uncollected Retry Fees assessed
3 against Class Members, calculated to be \$359,068. *See id.* § 2.

4 The Settlement includes a general release from Plaintiff and the Class Members of
5 claims that arise out of and/or relate to the facts and claims alleged in the operative complaint,
6 and any other claims relating to Retry Fees. *See* Settlement § 14. This includes a waiver of
7 unknown claims with respect to all the matters described in or subsumed by the Settlement.

8 **C. Preliminary Approval and Notice to the Settlement Class**

9 On November 9, 2023, the Court granted preliminary approval to the Settlement. *See*
10 *generally* Preliminary Approval Order. In its order, the Court certified the Settlement Class and
11 found that “the Settlement is sufficiently within the range of reasonableness.” *Id.* ¶ 3. The Court
12 approved the form and method of giving notice of the Settlement to Class Members, set
13 deadlines for Class Members to object to, or opt out of, the Settlement, and scheduled a final
14 approval hearing for March 15, 2024 at 9:00 a.m.

15 On December 8, 2023, the Settlement Administrator sent the Court-approved notice to
16 the 14,344 Class Members. Declaration of Robert Hyte of Settlement Services Inc. in
17 Connection with Final Approval of Settlement (“Notice Decl.”) ¶¶ 6-11. The Settlement
18 Administrator also established a settlement website, toll-free phone number, and email address
19 for Settlement Class Members to obtain additional information about the Settlement. *Id.* ¶ 5.
20 The notice program was overwhelmingly successful in reaching Class Members. *Id.* ¶¶ 6-9.

21 The deadline for Class Members to opt out of the Settlement passed on January 8, 2024.
22 *Id.* ¶ 12. Out of 14,344 Class Members, not a single person requested to be excluded from the
23 Settlement. *Id.* The deadline for Class Members to object to the Settlement is February 22,
24 2024. As of February 7, 2024, only one Class Member has objected to the Settlement. *Id.* ¶ 13.

1 **III. STATEMENT OF ISSUES**

2 Whether the Court should approve the requested attorney’s fees, expenses, and service
3 award in conjunction with final approval because the requested payments are reasonable and no
4 party nor any Class Member objects.

5 **IV. EVIDENCE RELIED UPON**

6 Plaintiff relies upon the Declaration of Sophia G. Gold and the Declaration of Robert
7 HYTE of Settlement Services, Inc. and the exhibits attached thereto in support of this motion, as
8 well as the pleadings and records on file with the Court.

9 **V. ARGUMENT AND AUTHORITY**

10 **A. The Court should approve the requested attorneys’ fees, which are**
11 **reasonable and unopposed.**

12 Where, as here, attorneys have obtained a common fund settlement for the benefit of a
13 class, Washington courts typically employ the “percentage of recovery approach” in
14 calculating and awarding attorneys’ fees. *See Bowles v. Dep’t of Ret. Sys.*, 121 Wn.2d 52, 72
15 (1993) (rejecting a lodestar critique in a common fund case and applying the percent-of-
16 recovery approach). While the lodestar method is generally preferred when calculating
17 *statutory* attorney fees, the percentage of recovery approach is used in calculating fees under
18 the common fund doctrine. *Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301,
19 1311 (9th Cir. 1990); *Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984). Because this is a
20 common fund settlement, the “percentage of recovery” approach applies. *See Ariz. Citrus*, 904
21 F.2d at 1311. “Under the percentage of recovery approach . . . attorneys are compensated
22 according to the size of the benefit conferred, not the actual hours expended.” *Lyzanchuk v.*
23 *Yakima Ranches Owners Ass’n, Phase II, Inc.*, 73 Wn. App. 1, 12 (1994).

24 As the Washington Supreme Court has recognized, “[i]n common fund cases, the size
25 of the recovery constitutes a suitable measure of the attorneys’ performance.” *Bowles*, 121
26 Wn.2d at 72. Public policy supports this approach: “When attorney fees are available to
27 prevailing class action plaintiffs, plaintiffs will have less difficulty obtaining counsel and

1 greater access to the judicial system. Little good comes from a system where justice is
2 available only to those who can afford its price.” *Id.* at 71.

3 Washington contingency fee percentages in individual cases are usually in the range of
4 33 to 40 percent. *See Forbes v. Am. Bldg. Maint. Co. W.*, 170 Wn.2d 157, 161–66 (2010)
5 (discussing contingency fee percentages between 33 1/3 percent and 44 percent and noting
6 trial court’s order that “40 percent contingency fee based on the \$5 million settlement was fair
7 and reasonable”). The typical range for attorneys’ fees awarded in common fund class action
8 settlements is between 20 and 33 percent. *See Alba Conte et al.*, 4 Newberg on Class Actions
9 § 14.6 (4th ed. 2002) (recognizing “fee awards in class actions average around one-third of the
10 recovery”); *Bowles*, 121 Wn.2d at 72 (acceptable fees often range from 20 to 30 percent); *see*
11 *also Ariz. Citrus Growers*, 904 F.2d at 1311.

12 In determining the percentage-of-fund fee award, Courts may consider the following
13 factors: (1) whether counsel achieved exceptional results for the class; (2) whether the case
14 was risky for class counsel; (3) whether the case was handled on a contingency basis; (4) the
15 market rate for the particular field of law; and (5) the burdens class counsel experienced while
16 litigating the case. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d at 954–55; *see also*
17 *Mehlenbacher v. DeMont*, 103 Wn. App. 240, 248 (2000) (quoting *Scott Fetzer Co. v. Weeks*,
18 122 Wn.2d 141, 149–50 (1993)); *Bowers v. Transamerica Title Ins. Co.*, 100 Wn.2d 581, 597
19 (1983) (award is adjusted either upward or downward to reflect factors not already taken into
20 consideration including the contingency of the case and the quality of the work performed).
21 Here, in conjunction with final approval, the Court should approve the requested payments of
22 \$353,022.66 in attorneys’ fees under the percentage of recovery method.

23 First, the requested attorneys’ fees and expense payment is reasonable. A trial judge is
24 given broad discretion in determining the reasonableness of attorney’s fees. *Schmidt v.*
25 *Cornerstone Invs., Inc.*, 115 Wn.2d 148, 169, 795 P.2d 1143 (1990). The \$353,022.66 payment
26 will be paid from the Settlement Fund. This amount was negotiated after the class relief, and
27

1 the amount is highly reasonable and compares favorably with other such settlements. *See*
2 *Bowles v. Dep't of Ret. Sys.*, 121 Wn.2d 52, 72, 847 P.2d 440 (1993); *City of Seattle v. Okeson*,
3 137 Wn. App. 1051, 2007 WL 884827, at *7 (2007) (unpublished). The amount is also highly
4 reasonable given the substantial benefits Class Counsel achieved for the Class, as well as the
5 fact that Class Counsel took this case on a 100% contingent basis, meaning they bore the risk
6 that they might never be paid anything if the suit was not successful. *Id.* Finally, only one out
7 of 14,344 class members has objected to the Settlement. The requested payment of attorney's
8 fees and expenses is therefore reasonable, and the Court should approve it.

9 The amount requested is also reasonable in light of the lodestar counsel actually
10 incurred. In litigating this matter, Class Counsel actually incurred a lodestar, at their normal
11 rates, of over \$228,000 and advanced litigation expenses of over \$10,500. Gold Decl. ¶ 8.
12 Therefore, the requested amount represents a modest multiplier of 1.5 that is consistent with
13 precedent for class action cases of similar magnitude, risk, and result. *See Vizcaino v. Microsoft*
14 *Corp.*, 290 F.3d 1043, 1050–51 & n.6 (9th Cir. 2002) (noting that multipliers have ranged from
15 0.6 to 19.6); *accord In re Infospace*, 330 F. Supp. 2d at 1216 (Zilly, J.) (finding that a lodestar
16 multiplier of 3.5 adequately compensates counsel's risk of nonpayment); *Steiner v. Am. Broad.*
17 *Co, Inc.*, 248 F. App'x 780, 783 (9th Cir. 2007) (finding a multiplier of approximately 6.85 to
18 be "well within the range of multipliers that courts have allowed"); *Craft v. Cnty. of San*
19 *Bernardino*, 624 F. Supp. 2d 1113, 1123 (C.D. Cal. 2008) (approving multiplier of 5.2); Final
20 Approval Order, *Garcia v. Washington State Department of Licensing*, No. 22-2-05635-5 SEA
21 (Oct. 2, 2023) (granting final approval of class settlement and awarding fees with a 2.7
22 multiplier).

23 Case law supports including the value of Defendant's forgiveness of the Uncollected
24 Retry Fees, which is part of the Value of the Settlement, in calculating the percentage fee
25 award. *See Farrell v. Bank of America, N.A.* 327 F.R.D. 422, 431 (S.D. Cal. 2018) *aff'd* 827
26 Fed. Appx. 628 (9th Cir. 2020) (awarding percentage of common fund accounting for cash and
27

1 debt relief in overdraft fee case); *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 949-
2 950 (9th Cir. 2015) (an antitrust case in which fee awarded accounted for the total settlement
3 value comprising a cash and gift card component). *See also In re: Easysaver Rewards Litig.*,
4 No. 09-cv-02094-BAS-WVG, 2016 WL 4191048, at *2, *4-5 (S.D. Cal. Aug. 9, 2016)
5 (approving fee which included both “a \$12.5 million non-reversionary cash fund plus \$20.0
6 merchandise credits automatically sent” to class members); *In re Lloyd’s Am. Tr. Fund Litig.*,
7 No. 96 Civ. 1262 RWS, 2002 WL 31663577, at *8 (S.D.N.Y. Nov. 26, 2002) (approving
8 approximately percentage of the total settlement value, which included \$8,500,000 in cash and
9 “\$11,500,000 in Credit Notes to be used by Class Members to reduce debt they owed or were
10 claimed to owe”); *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 46-47 (E.D. Pa. 2000)
11 (approving 1/3 of the net settlement, plus 1/3 of the interest accrued on the fund, where total
12 settlement value included \$5.97 million in cash and \$1.3 million in loan forgiveness); *Jacobs v.*
13 *Huntington Bancshares Inc.*, No. 11-CV-000090 (Oh. Com. Pl. June 2, 2017) (approving 40%
14 award of the total settlement value, consisting of a \$8,975,000 cash fund and \$7,000,000 in
15 debt forgiveness).

16 As for the percentage of the value that is reasonable, courts across the country routinely
17 award a fee equal to one-third of the total value of the settlement. *See, e.g., In re TikTok, Inc.,*
18 *Consumer Privacy Litigation*, 113 Fed. R. Serv. 3d 612, 2022 WL 2982782, at *27 (N.D. Ill.
19 2022) (noting “a one-third fee aligns with the one-third contingency fee routinely charged by
20 class action lawyers across the country.”); *Thomas v. FTS USA, LLC*, No. 3:13cv825 (REP),
21 2017 WL 1148283, at *5 (E.D. Va. Jan. 9, 2017), *report and recommendation approved in*
22 2017 WL 1147460 (E.D. Va. Mar. 27, 2017) (awarding fees of 33.33% and noting that “any
23 discussion of percentage awards should acknowledge the age-old assumption that a lawyer
24 receives a third of his client’s recovery under most contingency agreements.”); *Freebird, Inc. v.*
25 *Merit Energy Co.*, No. 10-1154-KHV, 2013 WL 1151264, *5 (D. Kan. 2013) (“[E]mpirical
26 studies show that fee awards in class actions average around one-third of recovery[.]”);
27

1 *Johnson v. Midwest Logistics Systems, Ltd.*, No. 2:11-cv-1061, 2013 WL 2295880, *6 (S.D.
 2 Ohio 2013) (same); *In re Top Tankers, Inc. Sec. Litig.*, No. 06 Civ. 13761(CM), 2008 WL
 3 2944620, *13 n.9 (S.D. N.Y. 2008); *Romero v. Producers Dairy Foods, Inc.*, No. 1:05-cv-
 4 0484, 2007 WL 3492841, *4 (E.D. Cal. 2007) (same); *In re Checking Account Overdraft*
 5 *Litigation*, 830 F. Supp. 2d 1330, 1366 n.36 (S.D. Fla. 2011) (same); *Hale v. State Farm Mut. Ins.*
 6 *Co.*, No. 12-0660-DRH, 2018 WL 6606079, at *10 (S.D. Ill. Dec. 16, 2018) (“Courts within the
 7 Seventh Circuit, and elsewhere, regularly award percentages of 33.33% or higher to counsel in
 8 class action litigation.”); *Caligiuri v. Symantec Corp.*, 855 F.3d 860, 866 (8th Cir. 2017) (same);
 9 *see also Newberg on Class Actions* § 15:73 (5th ed.).

10 Plaintiff’s counsel’s request for a fee of 33.33% of the Settlement comports with
 11 general class action practice fees and fee practices in Washington. *See Blankenship v. HAPO*
 12 *Community Credit Union*, No. 19-2-00922-03, Order Granting Motion for Attorney’s Fees
 13 (Benton County Super. Court Feb. 3, 2023) (awarding attorney’s fees of one third of the
 14 settlement fund in a overdraft fee class action case); *Strong v. Numerica Credit Union*, No. 17-
 15 2-01406-39, Order Granting Final Approval (Yakima County Super. Ct. Feb. 14, 2020)
 16 (awarding 1/3 of the common fund); *Fealy v. Sound Credit Union*, No. 20-2-04853-0, Order
 17 Granting Final Approval of Class Action Settlement (Pierce County Super. Ct. Sept. 23, 2022)
 18 (same). Moreover, the requested fees are also in line with the fees awarded in other class
 19 actions involving similar overdraft fee practices that have been settled and approved throughout
 20 the country:
 21

<u>Overdraft Fee Case Name</u>	<u>Percentage of the Fund Awarded</u>
<i>Lopez v. JPMorgan Chase Bank, N.A.</i> , No. 1:09-MD-02036-JLK (S.D. Fla.)	44% of value of settlement, which includes 30% of \$110 million cash fund and 30% of value of practice changes
<i>Jacobs v. Huntington Bancshares Inc.</i> No. 11-cv-000090 (Lake County Ohio)	40% of value of settlement, which includes 40% of \$8.975 million and 40% of \$7 Million in debt forgiveness

1	<i>Farrell v. Bank of Am., N.A.</i> , 327 F.R.D. 422 (S.D. Cal. 2018), <i>aff'd sub nom. Farrell v. Bank of Am. Corp., N.A.</i> , 827 F. 'pp'x 628 (9th Cir. 2020)	40% of \$37.5 million common fund
4	<i>Wolfgeher v. Commerce Bank, N.A.</i> , No. 1:09-MD-02036-JLK (S.D. Fla.) (Dkt. 3574),	38% of \$18.3 million common fund
6	<i>Nelson v. Rabobank, N.A.</i> , No. RIC 1101391 (Cal. Supr.)	35.2% (\$750k fee includes % of practice changes)
7	<i>In re Checking Account Overdraft Litig.</i> , No. 1:09-MD-02036-JLK, 2020 WL 4586398 (S.D. Fla. Aug. 10, 2020)	35% of \$7.5 million
9	<i>Molina v. Intrust Bank, N.A.</i> , No. 10-CV-3686 (Dist. Ct. Ks.)	33% of \$2.7 million
10	<i>Hawkins et al v. First Tenn. Bank, N.A.</i> (Cir. Ct. Tenn.)	35% of \$16.75 million
11	<i>Swift v BancorpSouth</i> , No. 1:10-cv-00090-GRJ (N.D. Fla.)	35% of \$24 million
12	<i>Casto v. City National Bank, N.A.</i> , No. 10-C-1089 (Cir. Ct. W.Va.)	33.33% of \$3 million
13	<i>Schulte v. Fifth Third Bank</i> , No. 09-cv-6655 (N.D. Ill.)	33.33% of \$9.5 million
14	<i>Johnson v. Community Bank, N.A.</i> , No. 12-cv-01405-RDM (M.D. Pa.)	33.33% of \$2.5 million
16	<i>Bodnar v. Bank of America</i> , No. 5:14-cv-03224-EGS (E.D. Pa.)	33.33% of \$27 million
17	<i>Holt v. Community America Credit Union</i> , No. 4:19-CV-00629-FJG (W.D. Mo.)	33.33% of \$3.078 million
18	<i>White v. Members 1st Federal Credit Union</i> , Case No. 1:19-cv-00556-JEJ (W.D. Pa.)	33.33% of \$910,000
20	<i>Figueroa v. Capital One</i> , Case No. 3:18-cv-00692-JM-BGS (S.D. Cal.)	33.33% of \$13 million
22	<i>Liggio v. Apple Federal Credit Union</i> , No. 1:18-cv-01059-LO-MSN (E.D. Va.)	33.33% of \$2.7 million

B. The Court should approve the requested service award, which is reasonable and unopposed.

The requested service award of \$5,000 to be paid from the Settlement Fund is also highly reasonable. This amount recognizes the efforts of Plaintiff on behalf of the Class, which

1 included assisting counsel with the investigation and ongoing litigation. Gold Decl. ¶ 3. Service
2 awards “are intended to compensate class representatives for work undertaken on behalf of a
3 class” and “are fairly typical in class action cases.” *In re Online DVD-Rental Antitrust Litig.*,
4 779 F.3d 934, 943 (9th Cir. 2015) (citation omitted). The requested amount of \$5,000 is well
5 within the range of amounts routinely awarded. *See Pelletz v. Weyerhaeuser Co.*, 592 F. Supp.
6 2d 1322, 1329–30 & n.9 (W.D. Wash. 2009) (collecting cases approving service awards
7 ranging from \$5,000 to \$40,000); *Probst v. Wash. Dept. of Ret. Sys.*, 150 Wn. App. 1062, 2009
8 WL 1863993, at *5–6 (Wash. Ct. App. June 30, 2009) (unpublished opinion) (affirming service
9 award of \$7,500 to named plaintiff); *Blankenship v. HAPO Community Credit Union*, No. 19-
10 2-00922-03, Order Granting Motion for Attorney’s Fees (Benton County Super. Court Feb. 3,
11 2023) (awarding service awards of \$5,000 and \$10,000 to the named plaintiffs). And, once
12 again, only one Class Member objected vaguely to the settlement without raising any
13 documented concerns. The Court should therefore also approve the requested service award.

14 **C. The costs sought are appropriate, fair, and reasonable.**

15 It is well-established that recovery of costs, in addition to fees, is appropriate in its own
16 right. “Reasonable costs and expenses incurred by an attorney who creates or preserves a
17 common fund are reimbursed proportionately by those class members who benefit [from] the
18 settlement.” *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366 (N.D. Cal. 1996).
19 Class Counsel incurred out-of-pocket costs totaling \$10,554.57, primarily to cover expenses
20 related to mediation fees, expert fees, and court filing fees. Gold Decl. ¶ 8. These out-of-
21 pocket costs were necessary to secure the resolution of this litigation and may be recouped. *See*
22 *In re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (finding
23 that costs such as filing fees, photocopy costs, travel expenses, postage telephone and fax costs,
24 computerized legal research fees, and mediation expenses are relevant and necessary expenses
25 in a class action litigation). The requested reimbursement for costs and expenses is relatively
26 low for class litigation and inherently reasonable given the complexity of the litigation.
27

1 **VI. CONCLUSION**

2 For all the foregoing reasons, Plaintiff respectfully requests that the Court grant final
3 approval to the Settlement and approve the requested payments of fees, expenses, and a service
4 award by entering the proposed Final Approval Order approving the requested attorney's fees,
5 expenses, and service award.
6

7 DATED this 7th day of February, 2024.

Respectfully submitted,

9 /s/Kim D. Stephens, P.S.

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Attorneys for Plaintiff and the Settlement Class

1
2 **CERTIFICATE OF SERVICE**

3 I hereby certify that on February 7, 2024, a copy of the foregoing [TITLE] was served
4 on counsel at the following address by the methods indicated:

5 Counsel for Defendant 6 KC Hovda, WSBA #51291 7 Zachary A. Cooper, WSBA #53526 8 MILLER NASH LLP 9 605 5 th Ave. S., Suite 900 10 Seattle, Washington 98104 11 Phone No.: 206.624.8300 12 Facsimile: 206.340.9599 13 KC.Hovda@MillerNash.com 14 zachary.cooper@millernash.com	<input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Legal Messenger <input type="checkbox"/> Fax <input checked="" type="checkbox"/> PCSC E-Service/Email
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15 I declare under penalty of perjury under the laws of the state of Washington and the
16 United States that the foregoing is true and correct.

17 Executed this 7th day of February, 2024, at Seattle, Washington.

18 *s/ Andrea Toll*
19 _____
20 Andrea Toll, Legal Assistant