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

In re: Clark County, Data Security Litigation	Lead Case No. 25-2-02214-06 PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

Plaintiffs James Reese, Jessica Hardwick, Melissa Parker, and Tanya Severson ("Plaintiffs" or "Class Representatives") respectfully submit this Motion for Attorneys' Fees, Costs, and Service Awards.

I. INTRODUCTION AND RELIEF REQUESTED

This class action arises out of the recent data security incident that was perpetrated against Defendant Clark County, WA ("Defendant") which held in its possession certain sensitive personally identifiable information ("PII") and protected health information ("PHI") (collectively, the "Private Information"), of Plaintiffs and other current and former residents. On or about October 21, 2023, Defendant detected suspicions activity on its computing network and determined some systems were encrypted by malware. A subsequent investigation concluded that an unknown actor accessed and/or exfiltrated Private Information from Defendant's networks between October 16, 2023, and October 21, 2023 (the "Data Security Incident").

As a result, the hackers potentially accessed and/or exfiltrated the Private Information of approximately 76,315 individuals.

Following extensive arm's-length negotiations, including mediation where the general

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terms of a settlement were negotiated, the Parties reached an agreement to settle this action. The settlement is an outstanding result for the Settlement Class, which includes a $800,000 non-reversionary common fund ("Settlement Fund") from which Settlement Class Members will be able to receive monetary payments. As part of the Settlement, Defendant also agreed to undertake certain reasonable steps to enhance the security deployed to secure access to its data network. Defendant has provided confidential confirmation of completion of the committed enhancements to Class Counsel.

This Court preliminarily approved the Parties' Settlement Agreement and Release ("Settlement Agreement")[1] on May 8, 2026. If finally approved, this settlement will resolve the claims arising from the Data Security Incident and bring substantial and meaningful relief to the Settlement Class.

Class Counsel now respectfully move the Court for an award of attorneys' fees in the amount of $266,666.67, which represents one third of the Settlement Fund, as well as $5,649.42 for reasonable out-of-pocket costs and expenses incurred in this matter. This request for fees and costs is in line with fee awards regularly ordered by Washington courts. The Court should approve this request because it is reasonable in comparison to the benefit negotiated on behalf of the Settlement Class and is appropriate in light of the risks presented in prosecuting this action in an evolving area of law, the quality and extent of work conducted, and the stakes of the case. Class Counsel also respectfully move the Court for service awards of $5,000.00 for each of the proposed Class Representatives for their work on behalf of the Class.

II. STATEMENT OF FACTS

Plaintiffs incorporate by reference the facts section of their Motion for Preliminary Approval.

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[1] Unless otherwise indicated, all capitalized terms used herein have the same meaning as those used in the Settlement Agreement attached as Exhibit 2 to the Declaration of M. Anderson Berry in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement.

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III. STATEMENT OF ISSUES

1. Whether the Court should grant this Motion for attorneys' fees in the amount of $266,666.67.

2. Whether the Court should grant Plaintiffs' counsel's request for reimbursement of out-of-pocket costs and expenses incurred in this matter in the amount of $5,649.42 and

3. Whether the Court should grant Plaintiffs' request for Service Awards in the amount of $5,000.00 to each Class Representative.

IV. EVIDENCE RELIED UPON

Plaintiffs rely on the Declaration of Class Counsel M. Anderson Berry ("Berry Decl.") submitted in connection with this Motion, as well as the pleadings and other matters already on file in this action, including Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

V. AUTHORITY

"The common fund exception to the no-attorney-fees rule applies to cases where litigants preserve or create a common fund for the benefit of others as well as themselves." *Winters v. State Farm Mut. Auto. Ins. Co.*, 144 Wn.2d 869, 877 (2001). The "doctrine allows an attorney in equity to recover fees in the absence of a contract or statute when his services confer a substantial benefit for a group of people." *Lynch v. Deaconess Med. Ctr.*, 113 Wn.2d 162, 167–68 (1989). "When attorney fees are available to prevailing class action plaintiffs, plaintiffs will have less difficulty obtaining counsel and greater access to the judicial system." *Bowles v. Washington Dep't of Ret. Sys.*, 121 Wn.2d 52, 71 (1993).

In deciding whether the requested fee amount is appropriate, the Court's role is to determine whether such amount is "fundamentally fair, adequate, and reasonable." *Staton v. Boeing Co.*, 327 F.3d 938, 963 (9th Cir. 2003) (quoting Fed. R. Civ. P. 23(e)); *see also In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1294–95 & n.2 (9th Cir. 1994).[2]

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[2] Washington courts may look to federal decisions in applying the CR 23, as the Washington and Federal Rule is "substantially similar." *Summers v. Sea Mar Cmty. Health Centers*, 29 Wn. App. 2d 476, 487 (2024).

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A. Application of the Percentage-of-the-Funds Method Is Warranted

Washington courts use the percentage-of-the-fund method in common fund/common benefit cases. *See Vizcaino v. Microsoft Corp*., 290 F.3d 1043, 1047 (9th Cir. 2002); *Bowles v. Wash. Dep't of Ret. Sys*., 121 Wn.2d 52, 73–74 (1993). The common benefit doctrine stems from the premise that those who receive the benefit of a lawsuit without contributing to its costs are "unjustly enriched" at the expense of the successful litigant. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (noting that the preferred method in common fund cases has been to award a reasonable percentage of the fund). "Stated differently, the doctrine allows an attorney 'in equity to recover fees in the absence of a contract or statute when his services confer a substantial benefit for a group of people.'" *Dolan v. King Cnty*., No. 52253-5-II, 2020 WL 2395167, *7 (Wash. Ct. App. May 12, 2020) (unpublished) (quoting *Lynch*, 113 Wn.2d at 167–68). The common fund doctrine rests on the understanding that attorneys should normally be paid for their work and results obtained. See *Van Gemert*, 444 U.S. at 478 ("[A] litigant or a lawyer who recovers a common fund . . . is entitled to a reasonable attorney's fee from the fund as a whole."). Courts prefer a percentage-of-the-fund model over a lodestar-multiplier approach in cases where it is possible to ascertain the value of the settlement through a common fund. *See Bluetooth*, 654 F.3d at 942 ("Because the benefit to the class is easily quantified in common-fund settlements, we have allowed courts to award attorneys a percentage of the common fund in lieu of the often more time-consuming task of calculating the lodestar."); *Vizcaino*, 290 F.3d at 1050 ("[T]he primary basis of the fee award remains the percentage method."); *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008) ("[U]se of the percentage method in common fund cases appears to be dominant.").

B. An Award of One-Third of the Settlement Fund Is Reasonable Under a Percentage-of-the-Funds Analysis

Class Counsel's request for $266,666.67 in attorneys' fees—one-third of the Settlement Fund—is fair and reasonable. In Washington courts, contingency fee percentages in individual cases are typically, in the range of 33 to 40 percent. *See Forbes v. Am. Bldg. Maint. Co. W.*, 170 Wn.2d 157, 161–66 (2010) (trial court ordered that "40 percent contingency fee based on the $5

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million settlement was fair and reasonable”). As set forth below, in common benefits class action settlements like this one, Washington courts typically award one-third of the total recovery as attorneys’ fees.

The Ninth Circuit has established a 25 percent benchmark to be used as the “starting point” for a percentage-of-the-benefits analysis. “‘[I]n most common fund cases, the award *exceeds* the benchmark.’” *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1047 (9th Cir. 2009); *accord Burnthorne-Martinez v. Sephora USA, Inc.*, 2018 WL 5310833, at *2 (N.D. Cal. May 16, 2018).

The Ninth Circuit asks district courts to “consider[] all of the circumstances of the case” and “reach[] a reasonable percentage.” *Vizcaino*, 290 F.3d at 1048. Washington courts, using Ninth Circuit law as guidance, regularly award greater than the 25 percent benchmark set by the Ninth Circuit. *See McFarland v. Swedish Health Servs.*, 2019 Wash. Super. LEXIS 8816, at *16 (King Cnty. Super. Ct. Apr. 26, 2019) (recognizing that 25 percent “is at the low end of the presumptively reasonable fee using the Ninth Circuit benchmark in class actions of between 25% and 33% of the common fund”).

In assessing the reasonableness of a requested percentage of the fund award, courts may consider the following factors: (1) whether counsel achieved exceptional results for the class; (2) whether the case was risky for class counsel; (3) whether the case was handled on a contingency basis; (4) the market rate for the particular field of law; (5) the burdens class counsel experienced while litigating the case; and (6) whether counsel’s work generated benefits beyond the settlement benefits themselves. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 954–55 (9th Cir. 2015); *see also Mehlenbacher v. DeMont*, 103 Wn. App. 240, 248 (2000); *Bowers v. Transamerica Title Ins. Co.*, 100 Wn.2d 581, 597 (1983). Each of these factors support Class Counsel’s request for a fee award of one-third of the Settlement Fund here.

1. Class Counsel Obtained a Substantial Result

In determining the amount of attorneys’ fees to award, a court should examine “the degree of success obtained.” *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983); *see also Omnivision*, 559 F. Supp. 2d at 1046 (“The overall result and benefit to the class from the litigation is the most

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critical factor in granting a fee award."); Federal Judicial Center, *Manual for Complex Litigation* ("MCL"), § 27.71, at 336 (4th ed. 2004). Here, the Settlement is a significant result for the Settlement Class, comprising both monetary relief and security enhancements by Defendants—enhancements that represent a tangible negotiated settlement benefit to Class Members. As further described in Plaintiffs' Motion for Preliminary Approval and supporting Joint Counsel Declaration, this litigation was hard-fought, difficult, contentious, and posed a series of case dispositive risks for Class Counsel.

The Settlement reflects the high-quality work performed by skilled and experienced Class Counsel throughout the litigation, including a full day of formal mediation and several subsequent rounds of settlement negotiations. Class Counsel's fee request is commensurate with their extensive experience and effort, which they successfully leveraged to procure the Settlement. The skill demonstrated by Class Counsel in developing the complaints, coordinating multiple cases, and negotiating and settling the action, further supports the requested fees. *See Vizcaino*, 290 F.3d at 1050 n.5; *see also Zepeda v. PayPal, Inc.*, 2017 WL 1113293, at *20 (N.D. Cal. Mar. 24, 2017); *Allagas v. BP Solar Int'l, Inc.*, 2016 WL 9114162, at *2 (N.D. Cal. Dec. 22, 2016).

As explained in Plaintiffs' Motion for Preliminary Approval, Plaintiffs believe in the strength of their claims, and they believe that they would ultimately succeed in recovering damages on behalf of the Class through further litigation. Class Counsel recognize, however, that the range of potential litigation outcomes is large. Whether the case would be litigated to a favorable outcome, and the amount obtained through continued litigation, are not certain, and the case is subject to numerous risks. By settling and paying Class Members now, practical remedies previously absent become imminently available. Even if Plaintiffs achieved a successful judgment, relief to Class Members would likely be forestalled for years following the exhaustion of appeals. Based on the size of the Data Security Incident and these substantial litigation risks, the Settlement presents a robust relief package and valuable outcome for the Class compared to other recent data breach class action settlements.

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2. The Risks Involved with the Litigation Support the Fee Request

"The risk that further litigation might result in Plaintiffs not recovering at all, particularly a case involving complicated legal issues, is a significant factor in the award of fees." *Omnivision*, 559 F. Supp. 2d at 1046–47; *see also Vizcaino*, 290 F.3d at 1048. Here, Class Counsel confronted significant hurdles to obtaining any recovery.

While almost all class actions involve a high level of risk, expense, and complexity, numerous courts have recognized that data breach cases are especially risky, expensive, and complex given the unsettled and evolving nature of the relevant law. *See, e.g.*, *In re Sonic Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) ("Data breach litigation is complex and risky. This unsettled area of law often presents novel questions for courts. And of course, juries are always unpredictable."); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 315 (N.D. Cal. 2018). This risk is highlighted by the fact that data breach cases have faced substantial hurdles in making it past the pleading stage, and in obtaining and maintaining certification. *See Hammond v. Bank of N.Y. Mellon Corp.*, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage); *see also In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013) (denying class certification). Such cases underscore the risk faced by Class Counsel here.

Another significant risk faced by Plaintiffs here is the risk of maintaining class action status through trial. Plaintiffs "necessarily risk losing class action status." *Grimm v. American Eagle Airlines, Inc.*, 2014 WL 12746376, at *10 (C.D. Cal. Sept. 24, 2014). Class certification in contested consumer data breach cases like this one is not common. *See In re Marriott Int'l., Inc., Customer Data Sec. Breach Litig.*, 341 F.R.D. 128, 172 (D. Md. 2022), *rev'd sub nom. Maldini v. Marriott Int'l, Inc.*, 140 F.4th 123 (4th Cir. 2025). And as cases like *Marriott* have demonstrated, once a class is certified, it is not set in stone. *See Maldini*, 140 F.4th 123 (reversing the class certification order where many class members had signed class action waiver); *see also, e.g.*, *In re Brinker Data Incident Litig.*, 2021 WL 1405508, at *1 (M.D. Fla. Apr. 14, 2021)

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(certifying class of data breach victims), *vacated in part sub nom. Green-Cooper v. Brinker Int'l, Inc.*, 73 F.4th 883 (11th Cir. 2023), *decertifying class on remand sub nom. Theus v. Brinker Int'l, Inc.*, 2025 WL 1786346, at *4 (M.D. Fla. June 27, 2025). Accordingly, the class certification stage of the case would pose a significant risk. Moreover, damages theories in data breach class actions remain untested at trial and on appeal. As one court observed: "Data breach litigation is evolving; there is no guarantee of the ultimate result." *Fox v. Iowa Health Sys.*, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021). The requested fee award of one third of the Settlement Fund, which is only a component of the total Settlement Benefits, is entirely appropriate when considering such risks.

3. Class Counsel Faced Substantial Risk of Non-Payment

The requested fee award is also justified by the financial risks undertaken by Class Counsel in representing the Class on a contingency basis. *See Vizcaino*, 290 F.3d at 1050. "Most important, 'the contingency adjustment is designed solely to compensate for the possibility . . . that the litigation would be unsuccessful and that no fee would be obtained.'" *Bowers*, 100 Wn.2d at 598–99 (quoting *Copeland v. Marshall*, 641 F.2d 880, 893 (1980)). Such adjustments are "based on the notion that attorneys will generally not take high risk contingency cases, for which they risk no recovery at all for their services, unless they can receive a premium for taking that risk." *Chuong Van Pham v. Seattle City Light*, 159 Wn.2d 527, 541 (2007).

Despite the substantial risk of nonpayment, Class Counsel zealously represented the interests of the Class. "[W]hen counsel takes cases on a contingency fee basis, and litigation is protracted, the risk of non-payment after years of litigation justifies a significant fee award." *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 261 (N.D. Cal. 2015). The potential of receiving little or no recovery in the face of increasing risk weighs in favor of the requested fee. *See, e.g.*, *In re Washington*, 19 F.3d at 1299; *Ching v. Siemens Indus.*, 2014 WL 2926210, at *8 (N.D. Cal. June 27, 2014) ("Courts have long recognized that the public interest is served by rewarding attorneys who assume representation on a contingent basis with an enhanced fee to compensate them for the risk that they might be paid nothing at all for their work."); *Brown v.*

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22nd Dist. Agric. Ass'n, 2017 WL 3131557, at *8 (S.D. Cal. July 24, 2017).

4. Fees in Similar Actions

Courts may refer to awards made in other settlements of comparable size when determining whether an award is reasonable. *See Vizcaino*, 290 F.3d at 1050 n.4. Washington courts routinely award percentage of the fund recoveries in excess of thirty percent. *See, e.g.*, *Moliga v. Ginsing, LLC*, No. 23-2-13231-5 (King Cnty. Super. Ct. Feb. 7, 2025) (33.3 percent); *Atkinson v. Burberry Ltd.*, No. 23-2-19460-8 (King Cnty. Super. Ct. Dec. 6, 2024) (33.3 percent); *Justice v. Lube Dev.*, No. 23-2-12593-2 (King Cnty. Super. Ct. Sept. 27, 2024) (33.3 percent); *Saraceno-Oliveri v. Solgen Power, LLC*, No. 23-2-09228-7 (King Cnty. Super. Ct. July 19, 2024) (33.3 percent); *Viveros v. Perfect Blend, LLC*, No. 23-2-05511-0 (King Cnty. Super. Ct. June 21, 2024) (33 percent); *Olea v. Vessel WA Operations LLC*, No. 22-2-06944-9 (King Cnty. Super. Ct. Sept. 8, 2023) (32.5 percent); *LaCome v. USNR*, No. 23-2-03036-2 (King Cnty. Super. Ct. Feb. 23, 2024) (31.25 percent); *Main v. Quick & Clear*, 2017 Wash. Super. LEXIS 21358 (King Cnty. Super. Ct. Dec. 19, 2017) (awarding 33 percent of class fund); *Wright v. Bus. Comput. Training Inst. Inc.*, No. 05-2-05763-2 (Pierce Cnty. Super. Ct. Oct. 26, 2007) (awarding 33 percent of class fund); *Saraceno-Oliveri v. Solgen Power, LLC*, No. 23-2-09228-7 (King Cnty. Super. Ct. July 19, 2024) (awarding 33 percent of class fund). And Washington courts have awarded percentage of the fund recoveries in excess of 30 percent in data breach class actions, as well. *See, e.g.*, *In re: Fred Hutchinson Cancer Center Data Breach Litig.*, No. 23-2-24266-1 (King Cnty. May 20, 2025) (33.33 percent); *McAuley v. Pierce College Dist.*, Case No. 23-2-11064-7 (Pierce Cnty. Feb. 28, 2025) (33.33 percent). Class Counsel's requested fee here is therefore consistent with the fees and costs awarded in similar cases and is reasonable under the "percentage-of-the-fund" method.

5. The Burdens Faced by Class Counsel Support Their Fee Request

The Ninth Circuit instructs district courts to consider the burdens class counsel experienced while litigating a case (*e.g.*, cost, duration, and foregoing other work). *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d at 954–55; *see also In re Infospace, Inc. Sec. Litig.*, 330

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F. Supp. 2d 1203, 1212 (W.D. Wash. 2004). Here, since this litigation began in June 2025, Class Counsel have advanced time and out-of-pocket costs, and forewent other work while litigating this case.

C. A Lodestar-Multiplier Cross-Check Confirms the Reasonableness of the Requested Fee

Courts are encouraged, but not required, to conduct a lodestar cross-check when assessing the reasonableness of a percentage of the benefits award. *See Bluetooth*, 654 F.3d at 944. The first step in the lodestar method is to multiply the number of hours counsel reasonably expended on the litigation by a reasonable hourly rate. *Hanlon*, 150 F.3d at 1029. In doing so, "trial courts need not, and indeed should not, become green-eyeshade accountants. The essential goal . . . is to do rough justice, not to achieve auditing perfection." *Fox v. Vice*, 563 U.S. 826, 838 (2011). "The resulting figure may be adjusted upward or downward to account for several factors including the quality of representation, the benefit obtained for the class, the complexity and novelty of the issues presented, and the risk of nonpayment." *Hanlon*, 150 F.3d at 1029 (citing *Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975)); *see also Bluetooth*, 654 F.3d at 941–42. This is true even in cases where the primary relief afforded by the settlement is injunctive and of a nature that cannot be quantified. *See Spafford v. EchoStar Comm'ns Corp.*, 2009 U.S. Dist. LEXIS 142678, at *5 (W.D. Wash. Jan. 14, 2009). The lodestar-multiplier method confirms the reasonableness of Class Counsel's requested fee here.

Through August 10, 2026—*i.e.*, before this Motion and Plaintiffs' Motion for Final Approval were filed—Class Counsel devoted 271.5 hours to the investigation, litigation, and resolution of this complex case, incurring more than $212,313.50 in lodestar. Berry Decl. ¶ 10.[3] These hours represent the total number of common benefit hours expended by any counsel for Plaintiffs and Class Members in this action. As detailed in the Class Counsel Declaration, Class Counsel's time was spent investigating the claims of Plaintiffs and Class Members, litigating

[3] Moreover, Class Counsel anticipate spending 50–100 additional hours seeing this case through its final resolution, including by overseeing the claims process, responding to any potential objections, attending the final approval hearing, and addressing any further appeals of the Court's orders. Berry Dec. ¶ 11.

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procedural issues, conducting informal discovery, researching and analyzing legal issues, engaging in extensive settlement negotiations, drafting settlement papers, and moving for preliminary approval Berry Decl. ¶ 9.[4]

The time Class Counsel devoted to this case is reasonable. Class Counsel prosecuted the claims at issue efficiently and effectively, making every effort to prevent the duplication of work that might have resulted from having multiple firms working on this case. *Id.* ¶ 13. Throughout the litigation and mediation process, Class Counsel faced vigorous defense counsel from one of the country's most prominent data privacy defense firms. *See DeStefano v. Zynga, Inc.*, 2016 WL 537946, at *17 (N.D. Cal. Feb. 11, 2016) ("The quality of opposing counsel is also relevant to the quality and skill that class counsel provided.").

Class Counsel's hourly rates are reasonable and have been approved by courts in Washington, the Ninth Circuit, and throughout the country. In assessing the reasonableness of an attorney's hourly rate, courts consider whether the claimed rate is "in line with those prevailing in the community for similar services by lawyers of reasonably comparable skill, experience and reputation." *Blum v. Stenson*, 465 U.S. 886, 895 n.11 (1994). Class Counsel are experienced, highly regarded members of the bar with extensive expertise in complex class actions involving consumer claims like those at issue here. *See* Berry Decl. ¶¶ 1–2.

The fee requested by Class Counsel reflects a multiplier of 1.26 through August 10, 2026, including work done by additional Plaintiffs' Counsel, and will continue to decrease ahead of final approval as Class Counsel continues to work to finalize the Settlement and monitor the notice and claims process. In *Vizcaino*, the Ninth Circuit upheld a multiplier of 3.65 and noted that multipliers have ranged from 0.6 to 19.6. 290 F.3d at 1050–51 & n.6; *accord In re Infospace, Inc.*, 330 F. Supp. 2d 1203, 1216 (W.D. Wash. 2004) (awarding multiplier of 3.5); *Steiner v. Am. Broad. Co, Inc.*, 248 F. App'x 780, 783 (9th Cir. 2007) (approving a multiplier of approximately 6.85); *Craft v. Cnty. of San Bernardino*, 624 F. Supp. 2d 1113, 1123 (C.D. Cal. 2008) (awarding

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[4] Class Counsel's efforts to secure a settlement before accruing even more lodestar further support the requested fee. *See, e.g.*, *Pelletz v. Weyerhaeuser Co.*, 255 F.R.D. 537, 539 (W.D. Wash. 2009); *Vizcaino*, 290 F.3d at 1050 n.5.

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multiplier of 5.2).

Courts in the Ninth Circuit use similar factors when conducting a lodestar-multiplier cross check as they do when assessing a percentage of the benefits fee request. *See, e.g.*, *Hanlon*, 150 F.3d at 1029. A multiplier of (less than) 1.26, which is far less than 3.5, is comfortably within the spectrum of multipliers identified in *Vizcaino* and is in line with the multipliers awarded in other courts within the Ninth Circuit, and in Washington. *See Vizcaino*, 290 F.3d at 1050–51 & n.6. Here, the 1.26 lodestar multiplier will only decrease from here as Class Counsel continues to work for the benefit of the Settlement Class. The lodestar-multiplier cross check method thus more than supports Class Counsel's fee request here. *Cf. Spafford*, 2009 U.S. Dist. LEXIS 142678, at *8 (approving fee request where lodestar multiplier fell "well within the guidelines approved by Ninth Circuit Courts").

D. The Costs Sought Are Appropriate, Fair and Reasonable

In addition to their fees, Class Counsel also seek reimbursement of costs incurred in prosecuting this purely contingency action on behalf of the Class. It is well-established that recovery of costs, in addition to fees, is appropriate. "Reasonable costs and expenses incurred by an attorney who creates or preserves a common fund are reimbursed proportionately by those class members who benefit [from] the settlement." *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366 (N.D. Cal. 1996). Here, Class Counsel incurred out-of-pocket costs totaling $5,762.75, primarily to cover expenses related to filing fees, mediation fees, legal research, investigation, and administrative costs such as copying, mailing, and messenger expenses. Berry Decl. ¶ 17. These out-of-pocket costs were necessary to secure the resolution of this litigation and should be awarded. *See In re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177–78 (S.D. Cal. 2007).

E. The Requested Class Representative Service Awards Are Reasonable

Service awards compensate class representatives for work done on behalf of a class, account for financial and reputational risks associated with litigation, and promote the public policy of encouraging individuals to undertake the responsibility of representative lawsuits. *See*

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Rodriguez v. West Publ'g Corp., 563 F.3d 948, 958–59 (9th Cir. 2009); *Hartless v. Clorox Co*., 273 F.R.D. 630, 646–47 (S.D. Cal. 2011). The Settlement is not contingent on the Court's granting of such awards. S.A. ¶ 9.4.

The requested service awards of $5,000.00 per Class Representative are modest under the circumstances and well in line with awards approved by state and federal courts in Washington and elsewhere. *See, e.g.*, *Bailey v. Grays Harbor Cnty. Pub. Hosp. Dist. No. 2*, No. 20-2-00217014 (Wash. Super. Ct. Sept. 21, 2020) (approving $2,500 service awards); *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d at 947–48 (approving $5,000 service awards); *Pelletz*, 592 F. Supp. 2d at 1329–30 & n.9 (approving $7,500.00 service awards and collecting decisions approving awards ranging from $5,000.00 to $40,000.00). The requested service awards will compensate the Class Representatives for their time and effort in stepping forward to serve as Class Representatives, assisting in the investigation, keeping abreast of the litigation, and reviewing and approving the proposed Settlement terms after consulting with Class Counsel. Berry Decl. ¶ 19. Indeed, without Plaintiffs efforts to support litigating this matter, the Class would not have been able to recover anything. *Id.* Moreover, by associating their names with the prosecution of this action, Settlement Class Representatives have borne a certain risk that other Class Members did not have to bear and placed themselves under public scrutiny for the ultimate benefit of the Class. *Id*.

VI. CONCLUSION

Class Counsel respectfully request that this Court grant their motion and award the requested attorneys' fees, costs, and Settlement Class Representative service awards in full.

DATED this 11th day of August, 2026

Respectfully submitted,

Presented by:

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**Pro Hac Vice* submitted and awaiting hearing

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CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of August 2026, I caused to be served in the manner indicated below, a true and accurate copy of the foregoing by the method indicated below and addressed to the following:

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DATED this 11th day of August 2026.

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