THE HONORABLE MAFÉ RAJUL
Noted for September 10, 2021
Without Oral Argument

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF KING

JANICE BUSBY RICHARDSON, individually and on behalf of others similarly situated,

Plaintiff,

v.

OVERLAKE HOSPITAL MEDICAL CENTER and OVERLAKE MEDICAL CLINICS, LLC,

Defendants.

No. 20-2-07460-8 SEA

PLAINTIFF'S MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARD, AND MEMORANDUM SUPPORT

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Plaintiff Janice Busby Richardson ("Plaintiff") submits this Memorandum in Support of her Motion for Attorneys' Fees, Costs, and Service Awards.

I. INTRODUCTION

On June 11, 2021, this Court preliminarily approved a proposed Class Action Settlement between Plaintiff and Defendants Overlake Hospital Medical Center and Overlake Medical Clinics, LLC ("Defendants" or "Overlake"). Class Counsel's efforts created two distinct benefits for the approximately 23,439 individuals who are a part of the Settlement Class: (1) up to $2,750 per Class Member in ordinary expense reimbursements, lost time reimbursements and extraordinary expense reimbursements; and (2) equitable relief in the form of information security enhancements which have cost Overlake $218,460 and for which Overlake has expects to spend another $504,000 ($168,000 per year), to be paid in each year of 2021 through 2023. In addition to the benefits described above, the Settlement Agreement provides that Overlake is to pay all costs of Notice and Settlement Administration, attorneys fees and costs awarded by the Court, and an approved Plaintiff's Service Award—separate and apart from the funds available to Settlement Class Members.

Class Counsel have zealously prosecuted Plaintiff's and Class Members' claims, achieving the Settlement Agreement only after extensive investigation, negotiations, and an all-day mediation with respected mediator Mark G. Honeywell of Gordon Thomas Honeywell LLP. Even after the mediation, Class Counsel worked for weeks to finalize the settlement agreement and associated exhibits pertaining to notice, preliminary approval, and final approval.

As compensation for the significant benefit conferred on the Settlement Class, Class Counsel respectfully move the Court for an award of attorneys' fees and costs in the amount of $195,000, which represents far below 25% of the total potential benefit earned for the Class—the benchmark for fees regularly used by Washington Courts. *See Bowles v. Wash. Dep't of Ret. Sys.*, 121 Wash. 2d 52, 72 (1993). This request should be approved because it is extremely modest in

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comparison to the benefit negotiated, and is reasonable and appropriate amount in light of the substantial risks presented in prosecuting this action in a rapidly 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 an award of $1,000 to Plaintiff for her work on behalf of the Class.

II. STATEMENT OF ISSUES AND RELIEF REQUESTED

Accordingly, and relying on the following Memorandum of Points and Authorities, the Declaration of Plaintiff's Counsel David K. Lietz filed herewith ("Lietz Fees Decl."), and the other papers on file in this matter, Plaintiff respectfully requests the Court grant Plaintiff's Motion for Attorneys' Fees, Costs, and Service Award and enter an order that:

(1) grants Plaintiff's request for attorneys' fees and costs in the amount of $195,000;

(2) grants Plaintiff's request for a Service Award in the amount of $1,000; and

(3) granting such other, further, or different relief as the Court deems just and proper.

III. STATEMENT OF FACTS AND EVIDENCE RELIED UPON[1]

a. Initial Investigation and Communications

Overlake operates a 349-bed medical center offering a full range of advanced medical services, as well as primary care clinics, urgent care clinics, specialty clinics, and an emergency and trauma center. *See* Decl. of David K. Lietz in Support of Pl.'s Unopposed Mot. for Prelim. App. of Class Action Settlement ¶ 13.b ("Lietz MPA Decl."). In the ordinary course of receiving treatment and health care services from Overlake, patients are required to provide sensitive personal and private information deemed necessary to provide care. *Id.* ¶ 13.c.

Plaintiff alleges the Data Incident, which occurred between December 6–9, 2019, occurred when unauthorized person(s) accessed email accounts of Overlake employees. *Id.* ¶ 13.e. Overlake provided notice to affected individuals of the Data Breach on or about February 7, 2020, nearly two months after the data breach was discovered. *Id.* ¶ 13.g. Although initial investigations

[1] This section has been adopted, in large part, from Plaintiff's Unopposed Motion for Preliminary Approval, filed on or about May 27, 2021 ("MPA").

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suggested approximately 109,000 individuals' information could be impacted, Overlake's further investigation demonstrated only 23,439 persons PII and PHI was actually potentially compromised. *Id.* ¶ 14.

b. Procedural Posture

Plaintiff filed her initial Complaint on April 3, 2020, bringing causes of action for: (1) violation Washington State Uniform Health Care Information Act ("UHCIA"); (2) violation of the Washington State Consumer Protection Act ("CPA"); (3) Negligence; (4) Intrusion Upon Seclusion / Invasion of Privacy; (5) violation of the Washington State Constitutional Right to Privacy; (6) Breach of Express Contract, and (7) Breach of Implied Contract. *Id.* ¶ 15.

On or about June 17, 2020, Overlake moved to dismiss Plaintiff's Complaint, arguing, among other things, that there is no private right of action for Washington's constitutional right to privacy, and that the "possibility of future harm is not sufficient to confer standing." *See, id.* ¶ 16. In response, Plaintiff filed her Amended Class Action Complaint, removing her causes of action for Intrusion Upon Seclusion / Invasion of Privacy and violation of the Washington State Constitutional Right to Privacy. *Id.* ¶ 17. Overlake withdrew its initial Motion to Dismiss, and filed a Motion to Dismiss Plaintiff's Amended Complaint, again arguing, among other things, that Plaintiff had not sufficiently plead the harm required to establish standing. *Id.* ¶ 18.

After a full briefing and oral argument via Zoom on September 11, 2020, this Court granted Defendants' Motion to Dismiss with regard to Plaintiff's First, Fourth, and Fifth causes of action for violation of the UHCIA, Breach of Express Contract, and Breach of Implied Contract, respectively, and denied Defendants' Motion as to Plaintiff's Second and Third causes of action, allowing her to proceed with her claims for violation of the CPA and Negligence. *Id.* ¶ 19. Overlake filed its Answer to Plaintiff's Amended Class Action Complaint on or about October 12, 2020. *Id.* ¶ 20.

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On December 23, 2020, the Parties notified the Court of their intention to attend a mediation on January 26, 2021, in an effort to resolve Plaintiff's claims without further litigation. *Id.* ¶ 21.

c. Settlement Negotiations

To facilitate their negotiations, the Parties agreed to mediate the remaining claims with Mark G. Honeywell of Gordon Thomas Honeywell LLP in Seattle, Washington. *Id.* ¶ 22. In advance of mediation, the Parties began negotiations regarding the potential structure of a settlement, and exchanged letter briefs that outlined the various strengths and weaknesses of Plaintiff's claims and Defendants' defenses. *Id.* ¶ 23. Prior to mediation, and to help focus the Parties on the outstanding issues, Defendants proposed and submitted a term sheet outlining a potential structure for the Settlement, but including no concrete monetary figures or measures. *Id.* ¶ 24. On January 26, 2021, after a full day of arm's-length negotiations through Zoom Video Conference mediation, and with the assistance of Mark G. Honeywell, the Parties agreed to a memorandum of understanding describing the key terms of the Settlement Agreement. *Id*. ¶¶ 25–26. Over the following six weeks, the Parties diligently drafted, negotiated, and finalized the Settlement Agreement, Notice Forms, and agreed upon a Claims Administrator. *Id.* ¶ 27.

d. Summary of Settlement[2]

1. Settlement Class

The Settlement Class includes Plaintiff and all individuals whose private information was received, gathered, shared, obtained, or otherwise found itself in the possession of Defendants and potentially affected by the Data Incident. Based upon Defendants' determination that the actual number of patients whose information may been impacted was 23,439, the Settlement Class only consists of those 23,439 persons and Plaintiff, and does not include all persons who were originally sent notice of the Overlake security incident.

[2] The Settlement Agreement can be found in full at Lietz MPA Decl., Ex. 1.

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2. Settlement Benefits

The Settlement negotiated on behalf of the Class provides for two separate forms of relief. *Id.* ¶ 28. First, Overlake will provide up to $2,750 per person in direct monetary relief to Class Members for reimbursement of actual ordinary and extraordinary expenses stemming from the Data Incident. *Id.* Further, Overlake will provide equitable relief in the form of information security enhancements that have cost Overlake $218,460 in February 2021, and for which Overlake expects to spend approximately $504,000 ($168,000 per year), to be paid in each year of 2021 through 2023 for its malware protection solution. *Id*.

The payments available to Settlement Class Members are divided into two separate categories. The first category is to provide expense reimbursement for out-of-pocket expenses up to $250 per Class Member, incurred as a result of the Data Incident including up to three hours of documented lost time spent dealing with the Data Incident, calculated at the rate of $20 per hour. *Id.* ¶ 30.a. The second category of payments to Class Members is for reimbursement of more extraordinary expenses up to $2,500 per Class Member for monetary out-of-pocket losses claimed to have occurred as a result of the Data Incident. *Id.* ¶ 30.b.

The additional equitable relief—provided for in the form of information security enhancements—will, by the end of 2023, cost Overlake an estimated $722,460. *Id.* ¶ 31. Implementation of email filter enhancements in February 2021 cost Overlake an estimated $218,460. *Id.* ¶ 28. Overlake further estimates that the agreed-upon data security enhancements will cost an estimated $168,00 per year in each of 2021, 2022, and 2023. *Id*. Such security measures will include: resetting passwords for all compromised accounts to prevent further unauthorized access; enhancing the already mandatory education for employees to help them better recognize and avoid phishing emails; enhancing the technology in use to identify and block suspicious external emails; and implementing multi-factor authentication, which requires users to go through

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multiple steps to verify their identity in order to access systems; and implementing new email retention policies to reduce risk of exposure. *Id*. ¶ 31.

3. Notice and Claims Process

The Court appointed Postlewaite & Netterville ("P&N") as the Notice Specialist and Claims Administrator in this case. *See* PA Order. Upon information and belief, Notice in this case has been provided as agreed upon and as approved by the Court's Preliminary Approval Order and will be reported on more extensively in Plaintiffs' Motion for Final Approval of Class Action Settlement. Lietz Fees Decl. ¶ 22. The Claims Period is ongoing. *Id.* As of July 29, 2021, no requests for exclusion from or objections to the Settlement Agreement have been received by the Settlement Administrator or Class Counsel. Lietz Fees Decl. ¶¶ 23–24. Plaintiff will file a Declaration from P&N certifying completion of Notice and detailing the status of the Claims Administration process with her Motion for Final Approval. *Id.* ¶ 25.

IV. THE COURT SHOULD APPROVE THE REQUEST FOR A SERVICE AWARD TO THE CLASS REPRESENTATIVES, ATTORNEYS' FEES, AND COSTS.

a. Plaintiff's Service Award is Justified.

The Settlement Agreement provides for a Service Award to Plaintiff in the amount of $1,000—an amount less than half the value for which any Class Member can make a claim. Lietz MPA Decl. ¶ 30. The rationale for making service or incentive awards to named plaintiffs is that he or she should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the Class. *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). They serve as premiums in addition to any claims-based recovery, and promote the public policy of representative lawsuits. *Id.* at 958–59. The Service Award sought by Plaintiff here is modest in comparison with others regularly approved in Washington and Ninth Circuit Courts. *See e.g.*, *Bailey v. Grays Harbor Cnty. Pub. Hosp. Dist. No. 2*, No. 20-2-00217014 (Wash. Super. Ct. Sept. 21, 2020) (approving service awards in the amount of $2,500 to each class representative); *In re*

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Online DVD-Rental Antitrust Litig., 77 F. 3d 934, 947–48 (9th Cir. 2015) (approving service payments to plaintiffs in the amount of $5,000 each); *Johnson v. MGM Holdings, Inc.*, No. 18-35967 (9th Cir. 2019) (affirming district court's order awarding service awards in the amount of $1,500).

The modest Service Award here serves the purpose of compensating Plaintiff for her efforts, which include maintaining contact with counsel, participating in client interviews, providing relevant documents, assisting in the investigation of the case, remaining available for consultation throughout mediation, reviewing relevant pleadings and the Settlement Agreement, and for answering counsel's many questions. Lietz Fees Decl. ¶ 10. It is further justified by the benefits conferred on the Class due to Plaintiff's willingness to serve as a representative. Because of Plaintiff's desire to file suit here, Class Members are able to make a claim for up to $250 of ordinary expense reimbursements and lost time, up to $2,500 of extraordinary expense reimbursements, and gain the benefit of $722,460 worth of increased data protection measures designed to protect their Private Information that remains in Overlake's possession. As such, the service award requested for Plaintiff is reasonable.

b. Costs and Fees Sought by Counsel for Plaintiff are Reasonable and Should be Approved.

After agreeing to the terms of the Settlement on behalf of the Class, counsel for Plaintiff negotiated their fees and costs separate from the benefit to Class Members, in the amount of $195,000. Lietz Decl. ¶¶ 46–47.

1. The Percentage-of-Recovery Approach is Appropriate for Determining Fees.

Under Washington law, the percentage-of-recovery approach is used in calculating fees in common fund/common benefit cases. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043 (9th Cir. 2002); *Bowles v. Wash. Dep't of Ret. Sys.*, 121 Wash. 2d 52, 72 (1993); *Bowles v. Wash. Dep't of Ret. Sys.*, 121 Wash. 2d 52, 73–74 (1993) (rejecting a lodestar critique in a common fund case and

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applying the percent-of-recovery approach). 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. *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.*, 13 Wash. App. 2d 1054 (May 12, 2020) (quoting *Lynch v. Deaconess Med. Ctr.*, 113 Wash. 2d 162, 167–68 (1989)).

In calculating a percentage fee award in a class action involving a settlement fund, the Supreme Court has recognized that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole, even if part of the fund remains unclaimed or reverts to the defendant. *Dolan v. King Cnty.*, 13 Wash. App. 2d 1054 (May 12, 2020) (quoting *Van Gemert*, 444 U.S. at 478; *see also Id*. at 480 (the class members' "right to share the harvest of the lawsuit upon proof of their identity, whether or not they exercise it, is a benefit in the fund created by the efforts of the class representatives and their counsel").

2. The Requested Fee Satisfies Washington's Percentage-of Recovery Test.

Acceptable fees often range between 20% to 30% of a common fund. *Bowles v. Wash. Dep't of Ret. Sys.*, 121 Wash. 2d at 72; *see also Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990). In Washington, the benchmark is 25% percent of the fund, and courts allow for adjustments from this figure where appropriate. *Bowles v. Wash. Dep't of Ret. Sys.*, 121 Wash. 2d at 72. "The benchmark percentage should be adjusted, or replaced by a lodestar calculation, when special circumstances indicate that the percentage recovery would be either too small or too large in light of the hours devoted to the case or other relevant factors." *Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990). Washington courts,

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including those in King County, have regularly granted fees requests equal to 25% or more of the common fund. *See, e.g.*, *Romatka v. Brinker Int'l Payroll Co.*, No. 132149371, 2014 WL 6778248 (Wash. Super. Ct. Oct. 24, 2014) (approving fees of 25% of the value of the common fund); *Barnett v. Wal-Mart Stores, Inc.*, No. 01-2-24553-8, 2009 WL 2377907 (Wash. Super. Ct. July 10, 2009) (approving $10.5 million in fees, equal to 30% of the common fund); *see also Bailey v. Grays Harbor Cnty. Pub. Hosp. Dist. No. 2*, No. 20-2-00217014 (Wash. Super. Ct. Sept. 21, 2020) (granting final approval of data breach class action settlement and awarding fees equal to 20% the total settlement value in claims made settlement).

As is true with all common fund cases, this Settlement provides a guaranteed and ascertainable benefit to the class that will not revert back to Defendant. Then, in addition to the guaranteed benefit (the $722,460 of increased data security safeguards, ensuring that Settlement Class Members' personal identifying information and private health information is better protected), Settlement Class Members can *also* make a claim for expense reimbursements up to $2,750 per person. Though subject to a per person maximum, the monetary relief for Class Members is *not capped in the aggregate,* which means the maximum amount available to Settlement Class Members is approximately $64,457,250.[3] In fact, if all Settlement Class Members made a claim for *only* their maximum lost time (3 hours at $20 per hour), and zero additional expense, the value of the actual monetary relief to the Settlement Class would be over $2.3 million.

Here, Class Counsel has negotiated, for all Class Members, "the right to share in a harvest" equal to up to $2,750 per person—or nearly $65 million, plus the $722,460 value of the information security enhancements implemented by Overlake. *See Van Gemert*, 444 U.S. at 478. Even ignoring the claims-made potion of the Settlement completely, the fees provided amount to just 21% of the *guaranteed* benefit conferred on the Class—which is at minimum $722,460 in equitable relief. In

[3] (24,439 Class Members) x ($2,750, the maximum amount of monetary relief per Class Member) = $64,457,250.

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whole, the requested attorneys' fees actually amount to less than 1% of the total benefit negotiated by Class Counsel and provided for the Class. Thus, Plaintiff's fee request is eminently reasonable.

3. The Requested Fee is Reasonable Under a Lodestar Cross-Check.

Where there is no common benefit to the class, Washington has adopted the lodestar method for determining the amount of an award for fees and costs. *Luna v. Household Fin. Corp.*, 130 Wash. App. 1012, 2005 WL 2840338, at *3 (2005) (citing *Bowers v. Transamerica Title Ins. Co.*, 100 Wash. 2d 581, 593 (1983)). The lodestar approach involves two steps. First, the award is determined by "multiplying a reasonable hourly rate by the number of hours reasonably expended on the matter." *Mehlenbacher v. DeMont*, 103 Wash. App. 240, 248 (2000) (quoting *Scott Fetzer Co. v. Weeks*, 122 Wash. 2d 141, 149–150 (1993); *Bowers v. Transamerica Title Ins. Co.*, 100 Wash. 2d at 597)). Second, the award is adjusted either upward or downward to reflect factors not already taken into consideration including the contingency of the case and the quality of the work performed. *Mehlenbacher*, 103 Wash. App. at 248; *see also Bowers v. Transamerica Title Ins. Co.*, 100 Wash. 2d at 599.

While this is an imprecise calculation left largely to the discretion of the courts, guiding principles should be followed. *Bowers v. Transamerica Title Ins. Co.*, 100 Wash. 2d at 599. "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.'" *Id.* at 598–599 (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 Wash. 2d 527, 541 (2007) (declining to disapprove of contingency multipliers). A second adjustment, for quality, is appropriate in exceptional cases, where the representation in unusually good or bad. *Id.* On the other hand, a trial court errs when it refuses to apply a multiplier based on irrelevant factors. *See Perry v. Costco Wholesale, Inc.*, 123

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Wn. App. 783, 788 (2004) (finding the trial court erred when it refused to apply a lodestar multiplier because of the proportionality of the requested fee to the fund).

The $195,000 sum agreed to by the Parties and requested here is supported by the lodestar cross-check. Class Counsel's combined lodestar currently totals $88,900, and is expected to reach approximately $98,900 to $103,900 by the close of litigation. *See* Lietz MFA Decl. ¶ 20. Assuming a total final lodestar of $100,000, the current fees and costs request thus equals the lodestar with a multiplier of 1.95—which is well within the range of accepted multipliers. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050 (9th Cir. 2002) (approving fees with a lodestar multiplier of 3.65, and collecting cases where multipliers ranged from 1 to 8). In fact, where the lodestar analysis is functioning as a crosscheck on a common fund award based on the percent of the benefit, the Court of Appeals has found a multiplier of 3 acceptable. *Bowles v. Wash. Dep't of Ret. Sys.*, 121 Wash. 2d at 73–74 (finding "an award of fees under the percentage of recovery theory is not improper merely because it is three times the lodestar amount" and approving a fee equal to 8% of the common fund, with a lodestar multiplier of 3). In comparison, Plaintiff's request for approval of fee equaling less than 1% of the common fund, with a lodestar multiplier of 2, is eminently reasonable.

The multiplier here is further justified based on the contingent nature of this case (*see* Lietz Fees Decl. ¶¶ 13–18)—and the risks involved with data breach cases in general. 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 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) (noting that "many of the legal issues presented in [] data-breach case[s] are novel"). This risk is

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highlighted by the fact that data breach cases have faced substantial hurdles in making it past the pleading stage—and more in obtaining and maintain certification. *See Hammond v. Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060(RMB)(RLE), 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 certification on the basis that Plaintiffs in a data breach case could not show that common issues predominated).

Accordingly, Class Counsel's request for attorneys' fees is reasonable, supported by a lodestar cross check especially in light of the contingent nature of the case, and should be approved.

4. Class Counsel's Costs are Reasonable and Should be Reimbursed.

Expense awards are provided for typical out-of-pocket expenses that are or would be charged to a fee-paying client, and should be reasonable and necessary. *See In re Immune Resp. Sec. Litig.*, 497 F. Supp. 2d 1166, 1177–78 (S.D. Cal. 2007); (citing *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994)). Class Counsel here seeks reasonable and necessary costs in the amount of $5,496.65. Lietz Fees Decl. ¶ 21. The litigation expenses incurred by Plaintiff's counsel in this case include: include local counsel costs, filing fees, service fees, research costs, and costs of mediation. Lietz Fees Decl. ¶ 21. The costs incurred were reasonable, and necessary to resolve the litigation. *Id.*; *see also In re Immune Resp.Sec. Litig.*, 497 F. Supp. 2d at 1177–78 (finding $261,971.79 in costs such as filing fees, photocopy costs, travel expenses, postage, telephone and fax costs, computerized legal research fees, and mediation expenses are relevant and necessary expenses in class action litigation). Expense awards are provided for typical out-of-pocket expenses that are or would be charged to a fee-paying client, and should be reasonable and necessary. *Id.* (citing *Harris v. Marhoefer*, 24 F.3d at 19).

Here, Plaintiff's Counsel have incurred $5,496.65 in reasonable and necessary costs. Lietz Fees Decl. ¶ 13. These requested costs are included in Plaintiff's request for $195,000 in fees and

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costs combined. Because the costs are reasonable and necessary for the litigation, Class Counsel's motion should be granted.

V. CONCLUSION

Class Counsel, with the help of Plaintiff, has made significant benefits available to Class Members. In return, they seek fees, costs, and a Service Award well below the range of those regularly approved by Washington Courts. As of July 29, 2021, no Class Member has objected to any part of the Settlement—including the requests before the Court today. The fees, costs, and Service Award are inherently reasonable, and as such Plaintiff respectfully requests their approval.

Dated this 30th day of July 2021.

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WORD COUNT CERTIFICATION

I certify that this memorandum contains 4,231 words, in compliance with the Local Civil Rules.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served via King County E-Service and/or email upon the following:

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DATED this 30th day of July 2021.

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