

The Honorable Benjamin H. Settle

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
TACOMA DIVISION**

DONNA BRIM, KIMBERLY PERRY, and  
JANET TURNER LAMONICA, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

PRESTIGE CARE, INC.,

Defendant.

NO. 3:24-cv-05133-BHS

**PLAINTIFFS' UNOPPOSED  
MOTION FOR ATTORNEYS' FEES,  
COSTS, AND SERVICE AWARDS**

NOTE ON MOTION CALENDAR:  
April 21, 2025

## I. INTRODUCTION

Following extensive arm's-length negotiations, the Settling Parties<sup>1</sup> ultimately reached an agreement to resolve the claims in this class action. The Settlement Agreement ("S.A.") is an outstanding result: each Class Member may claim up to \$400 in out-of-pocket losses, up to \$100 in lost time, and up to \$5,000 in consequential damages, or choose a \$50 alternative cash payment. Dkt. 27-2 ¶ 2.1. In addition to monetary relief, all class members can claim three-years of single bureau credit monitoring and identity theft protection services through IDX, and Defendant has implemented and will continue to maintain certain business practice changes designed to increase the security of class member data. Dkt. 27-2, ¶ 2.2.

Class Counsel have zealously prosecuted Plaintiffs' and Class Members' claims, securing the Settlement Agreement after extensive investigation, informal discovery, and negotiations. As compensation for the significant benefit conferred on the Settlement Class, Class Counsel respectfully move the Court for an award of \$325,000 in attorneys' fees, which includes \$5,455.79 in reasonable litigation expenses. The attorneys' fees will be paid separately from the fund available to the Class, and any award will not reduce the amount of the benefits available to the Class. The requested fee is reasonable under the lodestar method and is justified by the benefits secured for the Class, the substantial risks of litigating in a complex area of law, and the quality of work performed. Class Counsel also respectfully request a \$2,500.00 Service Award for each of the named Plaintiffs Donna Brim, Kimberly Perry, and Janet Turner Lamonica, for their efforts on behalf of the Class.

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<sup>1</sup> Unless otherwise indicated, all capitalized terms used herein have the same meaning as those used in the Settlement Agreement, previously filed with the Court. Dkt. 27-2.

## II. BACKGROUND

Plaintiffs allege that approximately 45,000 current and former patients and employees of Prestige Care, Inc. (“Prestige Care” or “Defendant”) were affected by the data breach of its network discovered on or about September 7, 2023. An unauthorized actor gained access to files on Prestige Care’s network containing names and Social Security numbers (personally identifiable information or “PII”), as well as medical treatment and health insurance information (protected health information or “PHI”) (collectively, “Personal Information”). In the interest of efficiency, Plaintiffs incorporate by reference the facts laid out in their Unopposed Motion for Preliminary Approval of Class Action Settlement filed on November 25, 2024. Dkt. 26. This Court granted preliminary approval of the Class Action Settlement on December 2, 2024. Dkt. 28.

Since the Court granted preliminary approval, Class Counsel have worked with the Settlement Administrator to ensure the timely completion of notice and processing of claims. Boyd Fee Decl. ¶ 5(j). Class Counsel anticipate they will expend an additional 50–100 hours before the case concludes (including after any Order granting final approval) responding to class member inquiries and overseeing claims administration. *Id.* ¶ 18.

## III. ARGUMENT

It is well established that where counsel’s work results in substantial benefit to a class, an award of reasonable attorneys’ fees and costs is appropriate. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). In deciding whether the requested fee amount is appropriate, the Court assesses 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)).

**A. The Court Should Apply the Lodestar Method**

The Federal Rules of Civil Procedure permit courts to award “reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). Once it is established that a party is entitled to attorneys’ fees, the district court must determine what constitutes a “reasonable” fee. *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011) (citations omitted). The reasonableness of any fee award must be considered against the backdrop of the American Rule, which generally prohibits courts from awarding attorneys’ fees to a prevailing plaintiff unless certain conditions are met—such as “the successful litigants have created a common fund for recovery or extended a substantial benefit to a class.” *Id.* (citations and quotation marks omitted).

The Ninth Circuit has affirmed two methods for calculating attorneys’ fees in class actions: (1) the lodestar method and (2) the percentage-of-recovery method. *Kim v. Allison*, 8 F.4th 1170, 1180 (9th Cir. 2021). Courts typically apply the lodestar method when “there is no way to gauge the net value of the settlement or of any percentage thereof.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998). The fact that a settlement primarily involves non-monetary relief does not affect Class Counsel’s entitlement to fees. *Spafford v. EchoStar Commc’ns Corp.*, No. CV06-0479 RAJ, 2009 WL 10725431, at \*1 (W.D. Wash. Jan. 14, 2009) (citations omitted).

Here, in separately negotiating an amount for Plaintiffs’ attorneys’ fees, the Parties agreed to use the lodestar method to provide the most direct relief for the harms Plaintiffs suffered. Class Members may receive reimbursement for out-of-pocket expenses, compensation for lost time spent dealing with the data breach, as well as consequential damages for their identity being stolen and used. S.A. ¶ 2.1 In addition to monetary relief, Settlement Class Members can receive

1 three years of credit monitoring and identity theft protection services, as the risk from the data  
 2 exposure remains ongoing. S.A. ¶2.2. Because these benefits are difficult to quantify in monetary  
 3 terms and do not fit neatly into the common fund paradigm, the lodestar method is appropriate.  
 4 *Hanlon*, 150 F.3d at 1029. Accordingly, the lodestar method is the most suitable approach for  
 5 determining the attorneys' fees in this case.

6 Under the lodestar approach, the court calculates attorneys' fees by multiplying the  
 7 number of hours reasonably expended by a reasonable hourly rate. *Blum v. Stenson*, 465 U.S.  
 8 886, 897 (1984). "Though the lodestar figure is presumptively reasonable, the court may adjust  
 9 it upward or downward by an appropriate positive or negative multiplier reflecting a host of  
 10 reasonableness factors, including the quality of representation, the benefit obtained for the class,  
 11 the complexity and novelty of the issues presented, and the risk of nonpayment." *In re Bluetooth*  
 12 *Headset Prods. Liab. Litig.*, 654 F.3d at 941–42 (citations and quotation marks omitted).  
 13 Additionally, "[i]n a case where the attorneys' fees are to be paid directly by defendant and, thus,  
 14 'money paid to the attorneys is entirely independent of money awarded to the class, the Court's  
 15 fiduciary role in overseeing the award is greatly reduced, because there is no conflict of interest  
 16 between attorneys and class members.'" *Dupler v. Costco Wholesale Corp.*, 705 F. Supp. 2d 231,  
 17 243 (E.D.N.Y. 2010) (quoting *McBean v. City of N.Y.*, 233 F.R.D. 377, 392 (S.D.N.Y. 2006)).

#### 20 **1. Class Counsel's Hours**

21 To determine a reasonable number of hours, the court must consider "whether, in light  
 22 of the circumstances, the time could reasonably have been billed to a private client." *Moreno v.*  
 23 *City of Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008).

24 In this case, Class Counsel has thus far dedicated a total of 300.1 hours to litigating and  
 25 negotiating this matter. Boyd Fee Decl. ¶17. This time was spent investigating settlement Class  
 26

Members' claims, researching and analyzing legal issues, negotiating settlement (including an all-day mediation overseen by the Hon. Ronald Leighton (ret.)) and successfully obtaining preliminary settlement approval. *Id.* ¶ 5. Counsel also spent time exchanging information during informal discovery, conducting factual investigations, and developing a litigation strategy. *Id.* These hours also included participating in negotiations of the full written settlement agreement that ultimately resulted in the settlement. *Id.* ¶ 7. Ultimately, Class Counsel's work will continue beyond the Settlement's effective date and in connection with responding to class member inquiries and claims administration. *Id.* ¶ 18.

Each task performed was crucial to achieving this result and is routinely deemed reasonable by this Court. *See, e.g., Paredes Garcia v. Harborstone Credit Union*, No. 3:21-CV-05148-LK, 2023 WL 7412842, at \*11 (W.D. Wash. Nov. 9, 2023) (finding the hours spent on litigation—including investigation, research, filing the complaint, opposing a motion to dismiss, discovery, settlement negotiation, and settlement administration—to be reasonable). Given Class Counsel's efficient and diligent work on behalf of the Class, the 300.1 hours billed are reasonable.

## **2. Class Counsel's Hourly Rates**

Reasonable hourly rates are rates "in line with those prevailing in the community for similar services by lawyers of reasonably comparable skill, experience and reputation." *Gonzalez v. City of Maywood*, 729 F.3d 1196, 1206 (9th Cir. 2013). The relevant community is that where the District Court sits. *See id.* at 1205. Although the litigation began in 2024, the prevailing rates are used in this analysis. *See In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1305 (9th Cir. 1994) (holding that the district court must either apply current rates for all attorneys or use historical rates with a prime rate enhancement to properly account for delay in payment). While the fee applicant bears the burden of proving entitlement to the award, the quantification

1 of attorneys' fees is not intended to be a "second major litigation." *Hensley v. Eckerhart*, 461  
 2 U.S. 424, 437 (1983); *see also Fox v. Vice*, 563 U.S. 826, 838 (2011) ("The essential goal . . . is  
 3 to do rough justice, not to achieve auditing perfection.").

4 Plaintiffs' Counsel is requesting hourly rates ranging from \$1,141.00 for senior partners  
 5 to \$239.00–\$878 for associates and staff, respectively. *See* Boyd Fee Decl. ¶ 15. Class Counsel  
 6 determined the hourly rates based on factors such as the skill and sophistication required for the  
 7 legal services provided, customary rates in relevant markets, and the experience and reputation  
 8 of both attorneys and staff. *Id.* ¶ 16. This approach ensures that the rates align with industry  
 9 standards and accurately reflect the firms' expertise. Class Counsel's hourly rates are reasonable  
 10 in light of their significant experience and the complex nature of this litigation. *Id.* ¶ 2. Tousley  
 11 Brain Stephens PLLC, Mason LLP, Milberg Coleman Bryson Phillips Grossman, and Chestnut  
 12 Cambronne PA are nationally recognized firms specializing in complex federal litigation and  
 13 product liability, and they set their rates to reflect their extensive experience and reputation. *Id.*

14  
 15  
 16 Class Counsel's hourly rates are reasonable and have been approved by Courts in this  
 17 district and throughout the country. In assessing the reasonableness of an attorney's hourly rate,  
 18 courts consider whether the claimed rate is "in line with those prevailing in the community for  
 19 similar services by lawyers of reasonably comparable skill, experience and reputation." *Blum*,  
 20 465 U.S. at 895-96 n.11 (1984). Class Counsel here are experienced, highly regarded members  
 21 of the bar, who brought to this case extensive experience in consumer class actions.

### 22 **3. The 2.13 Positive Multiplier is Reasonable**

23  
 24 The fee requested by Class Counsel reflects a modest multiplier—before final approval  
 25 and administration—of 2.13. Boyd Fee Decl. ¶ 24. Multipliers in the Ninth Circuit have ranged  
 26 from 0.6 to 19.6. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050–51 & n.6 (upholding 3.65

multiplier); *Infospace*, 330 F.Supp.2d 1216 (approving a 3.5 multiplier); *Steiner v. Am. Broad. Co., Inc.*, 248 F. App'x. 780, 783 (9th Cir. 2007) (finding 6.85 multiplier to be “well within the range of multipliers that courts have allowed”). Class Counsel’s multiplier will only go down as Class Counsel puts in more hours to see this case through final approval and administration.

When following the lodestar method—as is the case here—the Court has the discretion to add a lodestar multiplier to Settlement Class Counsel’s fees based on factors not already accounted for, such as a contingent fee arrangement. *See Gonzalez*, 729 F.3d at 1202; *Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975) (listing factors courts can consider including whether the fee is fixed or contingent). Here, Plaintiffs seek a positive multiplier of less than three, highlighting the reasonableness of the requested fee.

Specifically, Class Counsel respectfully request the court add a modest 2.13 multiplier due to the substantial risk associated with litigating against a well-funded corporation on a contingency basis. Attorneys often require a premium for contingent cases, which would otherwise not be feasible due to the significant risks and resource commitments. *See In re: Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d at 1299–300 (citing Richard Posner, *Economic Analysis of Law* § 21.9, at 534–35 (3d ed. 1986)). Indeed, the Court acknowledged these risks and upfront costs involved in its Order Granting Preliminary Approval. Dkt. No. 41.

Class Counsel took on this case with the reasonable expectation that a multiplier would be applied to reflect the risks and efforts involved. This expectation was reasonable, as both this Court and the Ninth Circuit have affirmed similar multipliers in other class settlements. *See Vizcaino*, 290 F.3d at 1051 n.6; *Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d 1322, 1328 (W.D. Wash. 2009) (approving a 1.82 multiplier); *Colacurcio et al v. Insight Venture Partners VII LP et al*, No. 2:20CV01856, Dkt. #102 at 10; Dkt. # 108 (W.D. Wash. May 11, 2022) (finding a 3.07



1 lodestar multiplier reasonable). Attorneys' fees are also being paid separately from the fund  
 2 available to the Class for settlement, so any award to Class Counsel does not reduce the amount  
 3 available to the Class.

4 **B. Class Counsel's Lodestar Meets the Ninth Circuit Factors for Approval**

5 Courts in the Ninth Circuit also look to the following factors when determining whether  
 6 to adjust the lodestar upward or downward: 1) the quality of the representation, 2) the benefit  
 7 obtained for the class, 3) the complexity and novelty of the issues, and 4) the risk of non-payment.  
 8 *See In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 570 (9th Cir. 2019) (citing *Kerr*, 526  
 9 F.2d at 70)).

11 **1. Class Counsel are Highly Skilled Attorneys**

12 The "prosecution and management of a complex national class action requires unique  
 13 legal skills and abilities," which is relevant to determining a reasonable fee. *In re Omnivision*  
 14 *Techs., Inc.*, 559 F.Supp.2d 1036, 1047 (N.D. Cal. 2008) (citation omitted). Plaintiffs here  
 15 retained Tousley Brain Stephens PLLC, Mason LLP, Milberg Coleman Bryson Phillips  
 16 Grossman, and Chestnut Cambronne PA to represent them and absent class members. Lawyers  
 17 at each of these law firms are qualified, experienced, and fully capable of prosecuting this  
 18 litigation on behalf of the Class as evidenced by their extensive experience in litigating product  
 19 liability class actions across the country. (Dkt. 7-1, 7-2, 7-3, 7-4 (Class Counsel's Resumes)).

21 Courts also consider "the quality of opposing counsel as a measure of the skill required  
 22 to litigate the case successfully." *In re Am. Apparel, Inc. S'holder Litig.*, No. CV 10-06352 MM  
 23 (JCGX), 2014 WL 10212865, at \*22 (C.D. Cal. Jul. 28, 2014). Throughout the litigation, Class  
 24 Counsel litigated against Mullen Coughlin LLC, a highly respected national law firm. *See*  
 25 *DeStefano v. Zynga, Inc.*, No. 12-CV-04007-JSC, 2016 WL 537946, at \*17 (N.D. Cal. Feb. 11,  
 26

2016) (“The quality of opposing counsel is also relevant to the quality and skill that class counsel provided.”).

## **2. Class Counsel Achieved an Excellent Result for the Settlement Class**

In determining the attorneys’ fees, a court should examine “the degree of success obtained.” *Hensley*, 461 U.S. at 436; *Omnivision*, 559 F.Supp.2d at 1046 (“The overall result and benefit to the class from the litigation is the most critical factor in granting a fee award.”).

Here, the Settlement is a significant result for the Class. This litigation was hard-fought, contentious, and involved a number of case-dispositive risks. While Plaintiffs believed they had strong claims, success was not guaranteed. Plaintiffs’ chances of prevailing on the merits were uncertain, while the settlement provides an excellent result that avoids the uncertainty and risk presented by continued litigation, while offering the Class immediate relief.

The Settlement directly addresses the issues in this case and provides valuable benefits to Settlement Class Members, including reimbursement for out-of-pocket expenses, three years of one-bureau credit monitoring and identity theft protection, and identity theft insurance of at least \$1 million. These benefits represent a strong outcome for Settlement Class Members. Moreover, attorneys’ fees are being paid separately from the fund available to the Class for settlement, so any award to Class Counsel does not reduce the amount available to the Class.

## **3. Class Counsel Faced Complex and Novel Issues**

While all class actions involve risk, expense, and complexity, this case presented particularly complex and novel legal issues given the unsettled and evolving nature of data breach law. Courts have recognized that data breach cases present unique risks due to the lack of clear precedent and the unpredictability of legal outcomes. *See In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2807, 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) (“[M]any of the legal issues presented in [] data-breach case[s] are novel.”). This risk is highlighted by the fact that data breach cases face substantial hurdles in making it past the pleading stage—and more in obtaining and maintaining 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).

#### 4. Class Counsel Faced Substantial Risk of Non-Payment

The Ninth Circuit has confirmed that a fair fee award must account for the contingent nature of the fee. *See, e.g., Vizcaino*, 290 F.3d at 1050. Courts recognize that rewarding attorneys who take cases on contingency with an enhanced fee serves the public interest by ensuring competent representation for plaintiffs who might otherwise be unable to afford legal services. *See, e.g., In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d at 1299 (“Contingent fees that may far exceed the market value of the services if rendered on a non-contingent basis are . . . a legitimate way of assuring competent representation for plaintiffs who could not afford to pay on an hourly basis regardless whether they win or lose.”); *Vizcaino*, 290 F.3d at 1051 (observing courts reward successful class counsel in contingency cases “by paying them a premium over their normal hourly rates”).

Class Counsel litigated this case entirely on a contingency basis, dedicating substantial resources to its prosecution while forgoing other opportunities—with no guarantee of compensation or reimbursement. Boyd Fee Decl. ¶¶ 8–10. Nevertheless, Class Counsel zealously advocated for Plaintiffs and the Settlement Class. To date, Class Counsel have received no

1 compensation for their work on this case. Class Counsel’s “substantial outlay,” and the risk of  
 2 no recovery, further supports the award of their requested fees. *See Omnivision*, 559 F.Supp.2d  
 3 at 1047.

4 Additional burdens such as the cost and duration of litigation are also relevant. This  
 5 litigation has been pending for over two years, during which Class Counsel have dedicated  
 6 significant time, advanced out-of-pocket costs—and foregone other work. *See In re Infospace,*  
 7 *Inc. Sec. Litig.*, 330 F.Supp.2d 1203, 1212 (W.D. Wash. 2004) (noting “preclusion of other  
 8 employment ... due to acceptance of the case” is a factor to consider) (quotation omitted).  
 9

10 To date, Class Counsel have worked 300.1 hours on this case and advanced \$5,455.79 in  
 11 costs. Boyd Fee Decl. ¶¶ 17, 21. This substantial outlay of time and resources on a purely  
 12 contingent basis favors approval of the requested fee.

13 **C. A Percentage of the Fund Cross-Check Confirms the Reasonableness of Class**  
 14 **Counsel’s Fee Request**

15 Class Counsel’s Request for \$325,000.00 in fees and costs – representative of 28% of  
 16 the settlement value<sup>2</sup> – confirms the propriety of the attorneys’ fee request here. The Ninth  
 17 Circuit has established a 25-percent benchmark as the “starting point” for analysis. *In re Online*  
 18 *DVD Rental Antitrust Litig.*, 779 F.3d 934, 955 (9th Cir. 2015). “That percentage amount can  
 19 then be adjusted upward or downward depending on the circumstances of the case.” *De Mira v.*  
 20 *Heartland Emp’t Serv., LLC*, 2014 WL 1026282, at \*1 (N.D. Cal. Mar 13, 2014). Courts have  
 21 recognized that “in most common fund cases, the award *exceeds* th[e] benchmark.” *Id.*  
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 24  
 25 <sup>2</sup> The settlement value is inclusive of the monetary relief available to the class, which has an aggregate cap of  
 26 \$700,000.00, the business practice commitments implemented by Defendant, which Defendant estimates has cost,  
 and will cost, in excess of \$250,000.00, and the \$325,000 in attorneys’ fees Defendant has agreed to pay. S.A. ¶¶  
 2.1, 2.4, 7.2. This settlement value would only increase if the value of the three years of credit monitoring services  
 available to all Settlement Class Members was included. *Id.* ¶ 2.2.

(emphasis added) (quoting *Omnivision*, 559 F.Supp.2d at 1047). Indeed, the mean percentage awarded in this district is 27% and awards regularly exceed that percentage. *Benson v. DoubleDown Interactive, LLC*, 2023 WL 3761929, at \*2 (W.D. Wash. June 1, 2023) (awarding 29.3% fee); *Bolding v. Banner Bank*, 2024 WL 755903, at \*2 (W.D. Wash. Feb. 23, 2024) (“a 33% fee is standard and reasonable for this type of contingency case.”).

To reach a reasonable percentage, the Ninth Circuit asks district courts to consider awards made in similar cases<sup>3</sup>. *Omnivision*, 559 F.Supp.2d at 1046. Federal courts in the Ninth Circuit, including this district, routinely award percentage recoveries exceeding the 25% benchmark. *See, e.g., id.* (awarding 30% of common fund); *Hallman v. Wells Fargo Bank, N.A.*, 2021 WL 9567171, at \*2 (W.D. Wash. June 10, 2021) (awarding 1/3 of settlement fund); *Pine v. A Place for Mom, Inc.*, No. 17-cv-1826-TSZ (W.D. Wash. Jan. 11, 2021) (Dkt. 174) (awarding 30% of total settlement fund); *In re Pac. Enters. Secs. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% award).

Class Counsel’s fee request, which is 28% of the settlement value, is in line with the awards made in the Ninth District. Therefore, a cross-check of percentage of the fund fee awards in comparable cases confirms the propriety of Class Counsel’s fee request.

#### **D. Class Counsel’s Reported Expenses are Reasonable**

Under well-settled law, Class Counsel are entitled to reimbursement of the expenses reasonably incurred investigating and prosecuting this matter. *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391–92 (1970). To date, Class Counsel have incurred \$5,455.79 in unreimbursed

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<sup>3</sup> In addition to awards made in similar cases, the court is asked to consider “(1) the results achieved; (2) the risk of litigation; (3) the skill required and the quality of work; (4) the contingent nature of the fee and the financial burden carried by the plaintiffs.” *Omnivision*, 559 F.Supp.2d at 1046. These factors are covered in Section B, *supra*.

1 litigation costs, covering expenses such as reproductions, filing fees, messenger and service fees,  
 2 and computer research. Boyd Fee Decl. ¶ 24. These costs were essential for resolving the  
 3 litigation and were paid out of pocket by Class Counsel for the benefit of the class members,  
 4 without any assurance of reimbursement. *Id.*

5 **E. The Requested Service Awards are Reasonable**

6 Service awards compensate named Plaintiffs for work done on behalf of the Class,  
 7 account for financial and reputational risks associated with litigation, and promote the public  
 8 policy of encouraging plaintiffs to undertake the responsibility of representative lawsuits. *See*  
 9 *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 958–59 (9th Cir. 2009); *Hartless v. Clorox*  
 10 *Co.*, 273 F.R.D. 630, 646–47 (S.D. Cal. 2011) (“Incentive awards are fairly typical in class  
 11 actions.”). The Settlement is not contingent on the Court’s granting of such an award.  
 12

13 The requested service award of \$2,500 to each named Plaintiff, Donna Brim, Kimberly  
 14 Perry, and Janet Turner Lamonica, for their time and effort in connection with the case. Boyd  
 15 Fee Decl. ¶¶ 6–7. Service awards are typical in class action cases and are awarded at the court’s  
 16 discretion. *Rodriguez v. West Publ’g Corp.*, 563 F. 3d 948, 958–59 (9th Cir. 2009). Plaintiffs  
 17 Donna Brim, Kimberly Perry, and Janet Turner Lamonica dedicated significant time and effort  
 18 to supporting this case and facilitating its settlement over the past two years. Boyd Fee Decl. ¶ 7.  
 19 They actively participated at every stage, mindful that pursuing their claims individually might  
 20 have yielded better results. *Id.* Throughout, they monitored the litigation, maintained  
 21 communication with Class Counsel, reviewed the terms of the settlement, and advocated for the  
 22 Class’s interests. *Id.*

23  
 24  
 25 In Class Counsel’s experience, the requested awards of \$2,500 are modest and in line  
 26 with similar awards by this court. *See e.g., Paredes Garcia v. Harborstone Credit Union*, No.

3:21-CV-05148-LK, 2023 WL 7412842 at \*8 (W.D. Wash. Nov. 9, 2023) (finding a \$5,000 service award reasonable); *Pelletz*, 592 F.Supp.2d at 1329–30 & n.9 (approving \$7,500 service awards and collecting decisions approving awards ranging from \$5,000 to \$40,000); *Pauley*, 2020 U.S. Dist. LEXIS 187614, at \*11 (finding \$5,000 to each class representative an appropriate award for their role in the litigation where the gross settlement amount was \$275,000) (citing *In re Online DVD-Rental*, 779 F.3d at 947 (finding \$5,000 reasonable)).

Indeed, without Plaintiffs’ participation, the Class would have recovered nothing.

#### IV. CONCLUSION

Plaintiffs and Class Counsel respectfully request that the Court grant this motion and award attorneys’ fees, costs, and litigation expenses in the total amount of \$325,000.00 and award \$2,500 to each named Plaintiff.

I certify that this motion contains 4,185 words in compliance with the local civil rules.

DATED this 31st day of January, 2025.

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