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CASE #: 24-2-16171-6 SEA

Honorable Sean P. O'Donnell
Hearing Date: December 5, 2025
Hearing Time: 9:00 a.m.
With Oral Argument

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

LAKISHA LEWIS and CZARINA SLAPE, individually and on behalf of all others similarly situated, Plaintiffs v. SEATTLE HOUSING AUTHORITY, Defendant	Case No. 24-2-16171-6 SEA **PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARD**

Plaintiffs Lakisha Lewis and Czarina Slape ("Plaintiffs") submit this Motion for an Award of Attorneys' Fees, Costs, and Service Awards. Along with this motion, Plaintiffs submit a Proposed Order Granting Plaintiffs' Motion for Final Approval of Class Action Settlement, which is concurrently filed with this motion. Similarly, a Proposed Order for this fees and costs motion is included in Plaintiffs' Motion for Final Approval of Class Action Settlement.

I. INTRODUCTION

Following the exchange of informal discovery, the Parties (Plaintiffs Lakisha Lewis and Czarina Slape and Defendant Seattle Housing Authority, collectively referred to as "Parties") engaged in arms-length settlement negotiations that culminated in a settlement in principle to

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1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
TEL. 206.682.5600 • FAX 206.682.2992

resolve all of Plaintiffs' and the proposed Class's claims against Defendant. The settlement is an outstanding result consisting of a non-reversionary common fund of $486,000.

Class Counsel has zealously prosecuted Plaintiffs' and Class Members' claims, achieving the Settlement Agreement only after extensive investigation, exchange of informal discovery, and negotiations. After settlement, Class Counsel continued working to finalize settlement terms, the settlement agreement and associated exhibits, preliminary approval, administration of the class, and final approval.

As compensation for the significant benefit conferred on the Settlement Class, Class Counsel respectfully moves the Court for an award of $145,800, which is inclusive of attorneys' fees and litigation costs already incurred by Class Counsel, and in total represents 30% of the common fund. This request should be approved because it is modest in comparison to the great benefit negotiated for the Settlement Class and is reasonable in light of the substantial risks presented in prosecuting this action, the quality and extent of work conducted, and stakes of the case. Defendant has agreed not to oppose Class Counsel's Request, and this term was negotiated by the parties after the total settlement amount was negotiated. Any modification of the amount of attorneys' fees by the Court will have no effect on the benefits available to the Class.

Class Counsel also respectfully moves the Court for a service award of $4,000 each ($8,000 in total) to the named Plaintiffs for their work on behalf of the Class.

II. STATEMENT OF THE ISSUES AND RELIEF REQUESTED

Plaintiffs respectfully request the Court enter an order:

(1) Granting Plaintiffs' request for attorneys' fees and costs in the amount of $145,800 (which includes attorneys' fees and reimbursement for Plaintiffs' reasonably incurred litigation expenses); and

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Seattle, Washington 98101
TEL. 206.682.5600 • FAX 206.682.2992

(2) Granting Plaintiffs' request for service awards to Class Representatives in the amount of $4,000 each (for a total of $8,000);

III. EVIDENCE RELIED UPON

This Motion is based upon the Settlement Agreement ("S.A.") attached as Exhibit 1 to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement; the Declaration of Joan M. Pradhan in Support of Plaintiffs' Motion for an Award of Attorneys' Fees, Costs and Service Award ("Pradhan Fee Decl.") submitted with this Motion; and other pleadings and files herein.

IV. STATEMENT OF FACTS

This action arose out of the October of 2023 data breach impacting Defendant Seattle Housing Authority ("SHA") in which cybercriminals "took and viewed" the Personal Information of approximately 72,000 of SHA's employees and tenants (the "Data Breach"), including their first and last names, addresses, Social Security numbers, and financial account information. *See* First Am. Class Action Compl., Dkt. 5, ¶¶ 7, 9, *see also* S.A. ¶ 43[1]. Plaintiffs' complaint for negligence against SHA alleged, among other things, that SHA failed to properly protect Personal Information in accordance with its duties to Plaintiffs and the Class and that it had inadequate security.

Plaintiffs hereby incorporate by reference Plaintiffs' Motion for Preliminary Approval filed on July 3, 2025. This Court granted preliminary approval of the class action settlement on July 22, 2025. Dkt. 17.

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[1] While SHA initially reported that the Data Breach affected at least 32,000 Washington residents, subsequent findings revealed that the actual number of impacted individuals was more than double—approximately 72,000.

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Seattle, Washington 98101
TEL. 206.682.5600 • FAX 206.682.2992

Following the Court's Order Granting Preliminary Approval, Class Counsel worked closely with EAG Gulf Coast LLC ("EAG"), the Settlement Administrator, to ensure the settlement proceeded according to plan. Pradhan Fee Decl. ¶ 6. Class Counsel reviewed and edited the information EAG posted on the settlement website. *Id.* Class Counsel conferred with EAG and Defendant's Counsel on issues that arose during the claims administration process. *Id.* Class Counsel anticipates further involvement with EAG and Defendant's Counsel in the coming months (as the period for Class Members to submit claims is November 19, 2025) and to ensure a full settlement for the Class. *Id.* Thus far, the Class's response to the Settlement has been positive. As of October 6, 2025, EAG has received 2,104 claims. Admin Decl, ¶ 17. *No* Class Members have opted out and *no* Class Members have objected. *Id.* ¶¶ 18–19.

V. ARGUMENT

A. The Court should apply a percentage-of-the-fund method.

Where attorneys obtain a common fund settlement for the benefit of a class, Washington courts typically employ the "percentage of recovery approach" in calculating and awarding attorneys' fees. *See Bowles v. Washington Dep't of Ret. Sys.*, 121 Wn.2d 52, 70–71 (rejecting lodestar critique in a common fund case). While the lodestar method is generally preferred when calculating statutory attorney fees, the percentage of recovery approach is used in calculating fees under the common fund doctrine. *Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990); *Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984). Because this is a common fund settlement, the "percentage of recovery" approach applies. *Ariz. Citrus*, 904 F.2d at 1311. "Under the percentage of recovery approach . . . attorneys are compensated according to the size of the benefit conferred, not the actual hours expended." *Lyzanchuk v. Yakima Ranches Owners Ass'n, Phase II, Inc.*, 73 Wn. App. 1, 9 (1994). "In common fund cases, the size of the recovery

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1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
TEL. 206.682.5600 • FAX 206.682.2992

constitutes a suitable measure of the attorneys' performance." *Bowles*, 121 Wn.2d at 72. Public policy supports this approach: "When attorney fees are available to prevailing class action plaintiffs, plaintiffs will have less difficulty obtaining counsel and greater access to the judicial system. Little good comes from a system where justice is available only to those who can afford its price." *Id.* at 71.

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 In re Bluetooth*, 654 F.3d, 935, 942 (9th Cir. 2011) ("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 v. Microsoft Corp.*, 290 F.3d 1043, 1050 (9th Cir. 2002) ("[T]he primary basis of the fee award remains the percentage method.").

B. Class Counsel's request for fees is a reasonable percentage of the fund.

Washington contingency fee percentages in individual cases are usually in the range of 33 to 50 percent. *See Forbes v. Am. Bldg. Maint. Co. W.*, 170 Wn.2d 157, 161–66 (2010) (discussing contingency fee percentages between 33 1/3 percent and 44 percent). In determining the percentage-of-fund fee 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; and (5) the burdens class counsel experienced while litigating the case. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 954–55 (9th Cir. 2015); *see also Bowers v. Transamerica Title Ins. Co.*, 100 Wn.2d 581, 597, 675 P.2d 193 (1983) (noting that an award is adjusted to reflect factors such as contingency of the case and the quality of the work performed).

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1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
TEL. 206.682.5600 • FAX 206.682.2992

Here, Class Counsel's request for $145,800.00 in attorneys' fees and costs—which includes reimbursement of litigation expenses paid upfront by Class Counsel of $ 2,590.91—represents 30 percent of the common fund, and it is fair and reasonable under the circumstances of this case. Washington courts, including those in King County, have regularly granted fees requests at or exceeding 30 percent of the common fund. *See Bowers*, 100 Wn.2d at 601–02.

1. Class Counsel obtained exceptional results.

Class Counsel obtained a $486,000 non-reversionary common fund—the "Settlement Fund"—for the benefit of the Settlement Class in this case. This fund will be used to fund the settlement benefits, including a robust breadth of benefits to the class—specifically, reimbursement for out-of-pocket losses, attested time, and alternative cash payment. S.A. ¶¶ 57–59.

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); *In re Omnivision Techs. Inc*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2007) ("The overall result and benefit to the class from the litigation is the most critical factor in granting a fee award."); Federal Judicial Center, *Manual for Complex Litigation*, § 27.71, p.336 (4th ed. 2004) ("MCL") (the "fundamental focus is on the result actually achieved for class members"). Here, the Settlement represents an outstanding result for the Class, including a non-reversionary common fund of $486,000.00 that provides significant monetary benefits to Settlement Class Members. Under the settlement, all Class Members who submitted a valid and timely Claim Form are entitled to compensation, up to a total of $5,000 per person, for out-of-pocket monetary losses incurred as a result of the Data Breach and lost time they reasonably spent responding to the Data Breach, up to four (4) hours of time compensated at a rate of $25 per hour. S.A. ¶¶ 57, 58. Settlement Class Members were also able to submit claims for an

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1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
TEL. 206.682.5600 • FAX 206.682.2992

alternative cash payment, the maximum amount of which may be $100, and which is subject to a *pro rata* decrease based on the amount remaining in the Net Settlement Fund. *Id.* ¶¶ 6, 59.

The settlement reflects the high quality of work by the skilled and experienced Class Counsel throughout litigation, including the significant amount of work, effort, and expense Class Counsel has undertaken. The skill demonstrated by Class Counsel in thoroughly investigating and analyzing Plaintiffs' claims and Defendant's liability, developing the Complaint, pursuing informal discovery, and settling the action through arm's length and protracted settlement negotiations supports the fees requested. *See Vizcaino*, 290 F.3d at 1050 n.5 (determining class counsel's consumer class action expertise allowed for a result that "would have been unlikely if entrusted to counsel of lesser experience or capability" given the "substantive and procedural complexities" and the "contentious nature" of the settlement). Class Counsel's requested fee is also commensurate with their experience, which they were able to leverage to procure the settlement.

Although Plaintiffs believe that they would succeed in litigation and be able to recover damages on behalf of the Class, Plaintiffs and Class Counsel recognize the large range of potential litigation outcomes. Among such risks include the scope of class certification, the evolving law of data breach litigation, whether causes of action survived to trial, whether the case would be litigated to a favorable outcome, and the potential for appeal. Based on the substantial litigation risks, the settlement, which presents total immediate financial relief to the Class, is an exceptional result.

2. The risk involved in litigation supports the fee requested.

As a matter of "express public policy," Washington courts strongly favor and encourage settlements. *City of Seattle v. Blume*, 134 Wn.2d 243, 258 (1997); *see also Pickett v. Holland Am.*

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Line-Westours, Inc., 145 Wn.2d 178, 190 (2001) ("[V]oluntary conciliation and settlement are the preferred means of dispute resolution." (citation omitted)). This is particularly true in class actions and other complex matters where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See In re Hyundai & Kia Fuel Econ. Litig*., 926 F.3d 539, 555–56 (9th Cir. 2019) (*en banc*); *Allen v. Bedolla*, 787 F.3d 1218, 1223 (9th Cir. 2015)[2].

Courts have recognized that data breach cases are risky, expensive, and complex given the unsettled and evolving nature of the law. *See 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) ("[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 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). Such cases underscore the risk faced by Class Counsel on behalf of the Class.

Another significant risk faced by Plaintiffs is the risk of maintaining class action status through trial. The class has not yet been certified, and Defendant will certainly oppose certification if the case proceeds. Thus, Plaintiffs "necessarily risk losing class action status." *Grimm v. Am. Eagle Airlines, Inc*., 2014 WL 12746376, at *10 (C.D. Cal. Sept. 24, 2014). This over-arching risk

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[2] When the language of a Washington rule and its federal counterpart are the same, Washington courts look to decisions interpreting the federal rule for guidance. *Gillett v. Conner*, 132 Wn. App. 818, 823 (2006) (citing *Am. Disc. Corp. v. Saratoga W., Inc.*, 81 Wash.2d 34, 37–38 (1972)).

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Seattle, Washington 98101
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simply puts a point on what is true in all class actions: class certification through trial is never a settled issue and is always a risk for the Plaintiffs and their Counsel. Consequently, the requested fee award appropriately compensates for the risk undertaken by Class Counsel here.

3. Class Counsel faced significant risk of non-payment.

The requested fee is further 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*, 675 P.2d at 204 (quotation omitted). Such adjustments are "based on the notion that attorneys generally will 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). 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 they might be paid nothing at all for their work. *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994).

Class Counsel has devoted substantial resources to the prosecution of this case with no guarantee that they would be compensated for their time or reimbursement for their expenses. Pradhan Fee Decl. ¶ 10. Despite the substantial risk of nonpayment, Class Counsel zealously represented the interests of the Class. "Attorneys are entitled to a larger fee award when their compensation is contingent in nature." *In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Pracs. & Prods. Liab. Litig*., No. 8:10ML 02151 JVS (FMOX), 2013 WL 12327929, at *32 (C.D. Cal. July 24, 2013). "[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."

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TEL. 206.682.5600 • FAX 206.682.2992

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 Ching v. Siemens Indus*., No. 11-CV-04838-MEJ, 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.").

4. Class Counsel worked on a contingency fee basis.

The contingency fee agreement between Plaintiffs' counsel and the named Plaintiffs further supports the requested attorney fee award. Common fund fee awards function as "an equitable substitute for private fee agreements where a class benefits from an attorney's work." *Staton*, 327 F.3d at 968. Plaintiffs' Counsel have a standard fee agreement with the named Plaintiffs calling for 33–40 percent of the recovery to be paid as attorneys' fees, plus costs, in the event that this action settled or was taken to judgment on an individual basis. Pradhan Fee Decl. ¶ 9. *See Vizcaino*, 290 F.3d at 1049–50 (what the named plaintiffs agreed to as percentage for fees may be relevant to common fund percentage).

5. The requested award is in line with 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 and courts in the Ninth Circuit routinely award percentage recoveries more than the 25 percent benchmark in the Ninth Circuit. *See, e.g.*, *Lyzanchuk*, 73 Wn. App. at 9 (33 percent fee); *In re Pac. Enters. Secs. Litig*., 47 F.3d 373, 379 (9th Cir. 1995) (same); *Williams v. MGM-Pathe Comms. Co*., 129 F.3d 1026, 1027 (9th Cir. 1997) (same); *Syed v. M-I, L.L.C*., 2017 WL 3190341, at *8 (E.D. Cal. July 27, 2017) (same); *Bennett v. SimplexGrinnell LP*, No. 11-cv-1854-JST, ECF No. 278, at 11 (N.D.

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Seattle, Washington 98101
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Cal. Sept. 3, 2015) (awarding 38.8 percent of common fund); *McCauley v. Pierce College District*, Case No. 23-2-11064-7 (Pierce Cnty. Super.), Final Approval Order and Judgment (awarding 33.33 percent of common fund in data breach class action). Specifically, this Court recently approved a 30 percent fee in similar data breach cases. *See Garcia v. Washington State Department of Licensing*, Case No. 22-2-0563505 SEA, Final Approval Order and Judgment (Dixon, J.) (awarding 30 percent of common fund in attorneys' fees for data breach case against the Washington Department of Licensing); *see also Loschen v. Shoreline Community College*, Case No. 24-2-00597-8 SEA, Final Approval Order and Judgment (Dixon, J.) (awarding 30 percent of common fund in attorneys' fees for data breach case against Shoreline Community College).

Class Counsel's fee request is consistent with fees and costs awarded in similar cases and reasonable under the "percentage of the fund" method.

6. The burdens faced by Class Counsel support the fee request.

District courts are also instructed to consider the burdens class counsel experienced while litigating the case (e.g., cost, duration, and foregoing other work). Class Counsel advanced time and out-of-pocket costs, and they have foregone other work while litigating this case. *See, e.g.*, *In re Infospace, Inc. Secs. Litig*., 330 F. Supp. 2d 1203, 1212 (W.D. Wash. 2004) ("[P]reclusion of other employment by the attorney due to acceptance of the case" is a factor to consider when determining an appropriate fee award). Courts recognize 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. *See, e.g.*, *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994). ("Contingent fees that may far exceed the market value of the services if rendered on a noncontingent basis are . . . a

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1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
TEL. 206.682.5600 • FAX 206.682.2992

legitimate way of assuring competent representation for plaintiffs who could not afford to pay on an hourly basis regardless whether they win or lose.")

Class Counsel litigated this case on a purely contingent basis. To date, Class Counsel has received no compensation for their work on this case, and they advanced $ 2,590.91 in litigation costs. Pradhan Fee Decl. ¶¶ 14, 15. This substantial outlay of time and resources on a purely contingent basis favors approval of the requested fee.

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

Under well-settled law, Class Counsel is 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). "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). To date, Class Counsel has incurred $2,590.91 in unreimbursed litigation costs, covering expenses such as reproductions, filing fees, messenger and service fees, and computer research. Pradhan Fee Decl. ¶ 14. These costs were essential for resolving the litigation and were paid out of pocket by Class Counsel for the benefit of the class members, without any assurance of reimbursement. *Id* ¶¶ 10, 14.

D. The requested service award is reasonable.

Service awards "are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Peterson v. Kitsap Cnty. Fed. Credit Union*, 171 Wn. App. 404, 430 (2012) (citation omitted); *see also Hartless v. Clorox Co*., 273 F.R.D. 630, 646–47 (S.D. Cal. 2011) ("Incentive awards are fairly typical in class

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1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
TEL. 206.682.5600 • FAX 206.682.2992

actions."), *aff'd*, 473 F. App'x 716 (9th Cir. 2012). The settlement is not contingent on the Court's granting of the service award. S.A. ¶ 97. The requested service award of $8,000 total ($4,000 to each Class Representative) is modest under the circumstances and well in line with awards approved by state and federal courts in Washington and elsewhere. *See, e.g.*, *In re Online DVD-Rental Antitrust Litig*., 779 F.3d at 934, 947–48 (approving service payments to plaintiffs in the amount of $5,000 each); *Pelletz v. Weyerhaeuser Co*., 592 F. Supp. 2d 1322, 1329–30 & n.9 (W.D. Wash. 2009) (approving $7,500 service awards and collecting decisions approving awards ranging from $5,000 to $40,000). Here, the Settlement Class Representatives Ms. Lewis and Ms. Slape, performed important work on the case, including gathering facts and documents, assisting Class Counsel with allegations in the Complaint, keeping abreast of the litigation, executing the settlement agreement on behalf of the Class, and maintaining communication with Class Counsel throughout the litigation. Pradhan Fee Decl. ¶¶ 7–8. The requested service awards of $4,000 to each Class Representative is reasonable.

CONCLUSION

Class Counsel respectfully requests that this Court grant Plaintiffs' motion and award the requested attorneys' fees and costs, reimbursement of expenses, and Plaintiffs' service awards in full.

I certify that this memorandum contains 3,773 words, in compliance with the Local Civil Rules.

DATED this 6 October 2025.

Respectfully submitted,

<u>/s/ Joan M. Pradhan</u>
Kaleigh N. Boyd, WSBA #52684
Joan M. Pradhan, WSBA #58134
TOUSLEY BRAIN STEPHENS PLLC

TOUSLEY BRAIN STEPHENS PLLC
1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
TEL. 206.682.5600 • FAX 206.682.2992

1200 Fifth Avenue, Suite 1700
Seattle, WA 98101
Telephone: 206-682-5600
Facsimile: 206-682-2992
kboyd@tousley.com
jpradhan@tousley.com

CERTIFICATE OF SERVICE

I declare and state that I am a citizen of the United States and resident of the state of Washington, over the age of 18 years, not a party to the above-entitled action, and am competent to be a witness herein. My business address and telephone number are 1700 Seventh Avenue, Suite 2200, Seattle, Washington 98101, telephone 206.682.5600.

On October 6, 2025, I caused to be served the foregoing document on the individual named below via King County Portal E-Service:

John T. Mills
Brian Middlebrook
Gordon Rees
1 Battery Park Plaza, 28th Floor
New York, NY 10004
jtmills@grsm.com
bmiddlebrook@grsm.com

Shannon Wodnik
Gordon Rees
701 Fifth Avenue
Suite 2100
Seattle, WA 98104
swodnik@grsm.com

Attorneys for Defendant

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

Executed this 6th day of October, 2025, at Seattle, Washington.

Amy E. Stanton

Amy E. Stanton, Sr. Paralegal

TOUSLEY BRAIN STEPHENS PLLC
1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
TEL. 206.682.5600 • FAX 206.682.2992