THE HONORABLE ANDREA ROBERTSON
Department 47
Noted for Hearing: February 28, 2025
With Oral Argument

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

CHRISTOPHER MADDEN, individually and on behalf of all others similarly situated,

Plaintiff,

NORTH AMERICA CAR SERVICE CORPORATION D/B/A DESERT COACH, an Arizona corporation; NORTH AMERICA CAR SERVICE, LLC D/B/A DESERT COACH, a Washington limited liability company; SEATTLE DESERT COACH LLC D/B/A DESERT COACH, a Washington limited liability company; ANDREW ELDAYE, individually and on behalf of the marital community of Andrew Eldaye and J. Doe Eldaye; and DANI ELDAYE, individually and on behalf of the marital community of Dani Eldaye and Roula Eldaye; and ROULA ELDAYE, individually and on behalf of the marital community of Roula Eldaye and Dani Eldaye,

Defendants.

NO. 23-2-03503-8 KNT

PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ATTORNEYS' FEES AND COSTS

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TABLE OF CONTENTS

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TABLE OF AUTHORITIES

Page

STATE CASES

FEDERAL CASES

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STATE RULES

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I. INTRODUCTION

Plaintiff Christopher Madden respectfully asks the Court to grant final approval of the class action settlement reached with Defendants in this matter. The settlement, if approved, resolves claims arising from violations of Washington's Minimum Wage, Industrial Welfare, and Wage Rebate Acts. If Plaintiff's request is approved, the settlement will create a common fund of $1,225,352.91 and will bring relief to 139 Class Members.

The proposed settlement is a favorable result for Class Members; is fair, reasonable, and adequate under the applicable standards; and warrants approval by the Court. Accordingly, Plaintiff respectfully asks the Court to: (1) approve the Settlement Agreement as fair, reasonable, and adequate; (2) determine that Class Members were provided adequate notice; (3) approve a total common fund payment of $1,225,352.91; (4) approve a Class Representative Service Award of $10,000 to Plaintiff; (5) approve settlement administration costs up to $7,000; (6) grant $367,605.87 in attorneys' fees and up to $40,000 in litigation costs; and (7) dismiss this action with prejudice.

II. STATEMENT OF FACTS

Plaintiff filed his class action complaint on February 24, 2023, Dkt. 1, and later an amended complaint, Dkt. 13, alleging that Defendants engaged in a common scheme of wage and hour abuses against shuttle drivers, including failing to provide drivers with rest breaks and meal breaks to which they were entitled; pay drivers for all hours worked, including overtime; pay "driver gratuities" Defendants collected from customers; reimburse drivers for the use of their personal cell phones for work-related communications; and provide paid sick leave.

In August 2023, while engaged in formal discovery, the parties agreed to pursue an early resolution through mediation. They exchanged informal discovery under ER 408, including policy and contract documents; a class list; and payroll, timekeeping, and trip data for 87 drivers. Defendants' counsel represented to Class Counsel on multiple occasions before mediation that Defendants had produced all data responsive to Plaintiff's requests. Plaintiff

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retained a damages analysis expert to help analyze the data and determine classwide damages. Marshall Decl. ¶ 9.

On April 24, 2024, the parties participated in a full-day mediation with experienced mediator Teresa Wakeen. The parties memorialized the key terms of the settlement in a CR 2A Agreement on June 3, 2024, and executed a full-length Settlement Agreement on September 5, 2024. *See* Dkt. 31, Ex. 1 ("Agreement"). On October 7, 2024, Plaintiff filed his Agreed Motion for Preliminary Approval of Class Action Settlement. Dkt. 29. On October 9, 2024, the Court granted preliminary approval and ordered that notice be sent to the Class. Dkt. 32.

Defendants represented in the Agreement that approximately 90 Class Members worked for Defendants between February 24, 2020, and August 31, 2023 (the "Discovery Period").[1] Agreement § VII.K. Defendants agreed that such representation was material to Plaintiff's decision to settle the Class claims on the terms in the Agreement, including Defendants' payment of $1,100,000 to establish the common fund. *Id.* Defendants agreed that if "more than five (5) additional Class Members are identified for the Discovery Period, [they would] increase the total award payment proportionate to the number of additional shifts worked by any additional Class members identified for that period." *Id.*

On November 12, 2024, and over the following weeks, Defendants produced information and records identifying 142 employees as Class Members—fifty-five more than Defendants had previously disclosed. Moreover, Defendants' records showed that they had hired each of these fifty-five Class Members at least three months before mediation yet failed to disclose them to Plaintiff or produce their payroll, timekeeping, or trip data. On December 3, 2024, Plaintiff notified Defendants that thirty of the fifty-five newly-disclosed Class Members appeared to have worked during the Discovery Period and that the common fund amount must increase proportionately. On December 3, 2024, Plaintiff notified Defendants that the common

[1] Defendants executed the Agreement containing this misrepresentation more than a year after the end of the Discovery Period when there could be no reasonable doubt that the number of Class Members who worked during the Discovery Period was substantially higher than 90.

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fund amount for the 142 employees should be increased to $1,254,467 and provided his methodology and calculations for reaching that conclusion. Marshall Decl. ¶ 10.

On December 20, 2024, Settlement Administrator Simpluris mailed the Court-approved notice to the 142 employees. Butler Decl. ¶ 9, Ex. A § 5. It included individualized estimated award amounts based on the increased common fund; information regarding the settlement and requests for attorneys' fees and costs, administration expenses, and service awards; and instructions on how to opt out or object. *Id*. As of February 4, 2025, forty-six days after notice was successfully mailed to all but two employees, no Class Members have opted out or objected to the settlement. Butler Decl. ¶¶ 12-13.

On December 19, 2024, Defendants reported that they may have errantly identified four non-Class Members as part of the Class. Class Counsel contacted the employees and confirmed that only three should be excluded. This left the Class with 139 members—fifty-two of whom Defendants failed to disclose before mediation, including twenty-seven who worked during the Discovery Period. Omitting the three newly-identified employees from the Class reduced the increased common fund amount, resulting in a total payment of $1,225,352.91. Marshall Decl. ¶ 11.

On February 3, 2025—two months after Plaintiff first disclosed his methodology for calculating the increased common fund and one day before this brief was due to the Court—Defendants *for the first time* challenged Plaintiff's methodology, asserting that they should be required to pay an additional $46,167, rather than Plaintiff's calculated $125,352. Counsel for the parties conferred but failed to agree on how to calculate the increased common fund payment. *Id*. ¶ 12.

III. STATEMENT OF ISSUES

Should the Court grant final approval of the class action settlement reached in this matter? **Yes.**

Should the Court order Defendants to pay $1,225,352.91 into the common fund under the terms of the Settlement Agreement? **Yes.**

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IV. EVIDENCE RELIED UPON

This motion relies upon the pleadings on file, the declarations accompanying this motion, and the exhibits attached thereto.

V. ARGUMENT AND AUTHORITY

When considering final approval of a class action settlement, a court determines whether the settlement is "fair, adequate, and reasonable." *Pickett v. Holland Am. Line-Westours, Inc.*, 145 Wn.2d 178, 188, 35 P.3d 351 (2001) (quoting *Torrisi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1375 (9th Cir. 1993)). This is a "largely unintrusive inquiry." *Id.* at 189. Although the Court possesses some discretion in determining whether to approve a settlement,

> the court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.

Id. (quoting *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982)). Moreover, "it must not be overlooked that voluntary conciliation and settlement are the preferred means of dispute resolution." *Id.* at 190 (quoting *Officers for Justice*, 688 F.2d at 625).

In evaluating whether a class settlement is "fair, adequate, and reasonable," courts reference the following criteria: the likelihood of success by the plaintiff; the amount of discovery or evidence; the settlement terms and conditions; recommendation and experience of counsel; future expense and likely duration of litigation; recommendation of neutral parties, if any; number of objectors and nature of objections; and the presence of good faith and absence of collusion. *Id.* at 188-89 (citing 2 Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* § 11.43 (3d ed. 1992)). This list is "not exhaustive, nor will each factor be relevant in every case." *Id.* at 189 (quoting *Officers for Justice*, 688 F.2d at 625). Here, the settlement easily meets the criteria for final approval.

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A. The settlement is fair, adequate, and reasonable.

The common fund settlement is fair, adequate, and reasonable. As described below, the relevant criteria favor final approval.

1. Plaintiff's likelihood of success supports final approval.

The existence of risk and uncertainty to Plaintiff and the Class "weighs heavily in favor of a finding that the settlement was fair, adequate, and reasonable." *See Pickett*, 145 Wn.2d at 192. In the absence of a settlement, the shuttle drivers would have faced significant hurdles to relief. Throughout this litigation, Defendants have denied any liability or that Class Members have been subjected to unlawful treatment. If Defendants were able to succeed on these defenses, the drivers would recover nothing.

Furthermore, there is an inherent risk of losing any trial. If Defendants were able to convince this Court that Plaintiff's allegations were overstated or unfounded, Defendants could reduce or eliminate classwide damages. Even if the Court agreed Defendants were liable, it could have rejected Plaintiff's damages assumptions, significantly limiting recovery. Plaintiff also considered the risk that this Court could deny class certification, leaving only the named Plaintiff to pursue individual claims and providing no recovery to the rest of the Class. Other drivers who wanted to sue Defendants would then face the daunting prospect of doing so on their own.

If Plaintiff obtained class certification and proved liability and damages, any recovery could have been delayed for years by an appeal, and an appellate court could ultimately reverse a trial court's favorable ruling. *See Cooper v. Alsco*, 186 Wn.2d 357, 370-71 (2016) (reversing summary judgment in favor of class of drivers who asserted wage claims and remanding for entry of judgment in favor of employer).

The settlement eliminates all these risks and provides Settlement Class Members substantial compensation without delay.

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2. The settlement terms and conditions support final approval.

Defendants agreed to pay at least $1,100,000 for a common fund settlement and to increase its payment proportionately if more then 95 Class Members were found to have worked during the Discovery Period. Agreement §§ II.B.1, VII.K. The parties agree that twenty-seven previously undisclosed Class Members worked during the Discovery Period, but they disagree on the proper way to calculate the increase. Plaintiff maintains that Defendants are responsible for paying $1,225,352.91 (*see* § V.C, *infra*) and will analyze the settlement based on that amount.

If the Court approves Plaintiff's proposed allocations, 139 drivers will share in a net fund of $800,747.04 The average estimated award will be more than $5,760, and Class Members who worked longer periods will receive significantly higher awards. Twenty-eight Class Members will receive settlement awards of more than $10,000 each, and the highest award will be at least $30,800. Based on the risks in this case, these payments represent a strong result for Class Members. Marshall Decl. ¶ 13.

In assessing the fairness of a class action settlement, courts also examine whether there is equitable treatment "between class members." *Pickett*, 145 Wn.2d at 189. Here, settlement funds will be allocated in an equitable manner. Without needing to file a claim form, each Settlement Class Member will receive an award from the Net Settlement Fund based on calculations by Plaintiff's experienced damages expert. Agreement § II.C.1.a. Settlement Class Members who worked the longest and had the highest potential for damages will receive the largest awards. This approach ensures equitable treatment between Settlement Class Members.

The treatment of residual funds is also fair. No portion of the gross settlement amount will revert to Defendants. *Id*. § II.C.7. Instead, there will be two distributions to Settlement Class Members, and the funds from any uncashed checks remaining after the second distribution will be distributed as *cy pres* to the Legal Foundation of Washington. *Id.* § II.C.6; CR 23(f)(2).

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3. The amount of discovery and evidence supports final approval.

Where "extensive discovery" takes place before a class settlement, final approval is favored. *See Pickett*, 145 Wn.2d at 199. Here, Class Counsel investigated the rest and meal break, unpaid time, overtime, driver gratuity, unlawful deduction, and paid sick leave claims and gathered relevant facts before filing this lawsuit. After filing, Class Counsel engaged in extensive formal and informal discovery regarding class certification, liability, and damages. Class Counsel's work resulted in the production of hundreds of documents, including tens of thousands of rows of driver trip data and critical timekeeping and payroll records. Class Counsel have spent nearly two years reviewing and analyzing documents, data, and legal claims; litigating the action; calculating potential damages with an experienced damages expert; evaluating evidence for class certification and mediation; and working through data and other discovery issues throughout settlement. Marshall Decl. ¶ 14.

4. The positive recommendation and extensive experience of counsel support final approval.

"When experienced and skilled class counsel support a settlement, their views are given great weight." *Pickett*, 145 Wn.2d at 200. Class Counsel, who are experienced and skilled in class action litigation, support the settlement as fair, reasonable, adequate, and in the best interests of the Class. Marshall Decl. ¶¶ 1-8, 15. Given their knowledge and experience in litigating class actions and their evaluation of the strengths and weaknesses of this case, Class Counsel believe the settlement is a strong result under the circumstances. *Id*. ¶ 15.

5. Future expense and likely duration of litigation support final approval.

The Court should also consider the expense and likely duration of the litigation if a settlement had not been reached. *Pickett*, 145 Wn.2d at 188. This settlement guarantees a monetary recovery for drivers while obviating the need for lengthy, uncertain, and expensive litigation. At the time of mediation, Plaintiff had not yet moved for class certification but was prepared to do so if mediation failed. Certification would have been heavily briefed, oral argument would likely have been necessary, and the Court would have had to invest precious

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judicial resources resolving the dispute. If the Class had been certified, several depositions were likely. One or both parties would have moved for summary judgment, and any unresolved claims would have proceeded to a lengthy trial. Even if the Class prevailed at trial, Defendants would likely have appealed, further delaying relief to drivers.

6. Class Members' reactions support final approval.

A court may infer a class action settlement is fair, adequate, and reasonable when few class members object to it. *See Pickett*, 145 Wn.2d at 200-01. Here, the deadline to opt out or object to the settlement is February 18, 2025; however, as of February 4, no Class Members have opted out or objected. Butler Decl. ¶¶ 11-13. Plaintiff will file a supplemental brief updating the Court on final opt-outs and objections and the parties will respond to any objections by February 24. Agreement § V.D.

7. The presence of good faith and absence of collusion support final approval.

In determining the fairness of a settlement, the Court should consider the presence of good faith and absence of collusion. *Pickett*, 145 Wn.2d at 201. Here, there has been no collusion or bad faith. The settlement is the result of extensive, arm's-length negotiations between experienced attorneys who are familiar with wage and hour class action litigation and the legal and factual issues of this case. At all times, settlement negotiations were adversarial, non-collusive, and arm's length. Marshall Decl. ¶ 16.

For these reasons, final approval of the settlement is appropriate.

B. Class Members received the best notice practicable.

This Court approved the proposed notice plan and form of notice and ordered that it be sent to Class Members. Dkt. 32 ¶ 7. Simpluris has successfully implemented the notice program, first updating all addresses through the National Change of Address Database, then mailing notice to 142 employees. Butler Decl. ¶¶ 6-9. Twenty-six notices were returned, but Simpluris identified new addresses and re-mailed twenty-four, leaving only two undeliverable. *Id.* ¶ 10. Simpluris also emailed notice to Class Members, established a toll-free telephone

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number to respond to Class Member inquiries, and maintains a settlement website with key documents. *Id*. ¶¶ 4-5.

C. The Court should approve a total common fund payment of $1,225,352.91.

The parties agree that Defendants owe an additional amount above the $1,100,000 for twenty-seven previously undisclosed Class Members who worked during the Discovery Period, but they disagree on how to calculate it. Under Section VII.K of the Agreement, "If more than five (5) additional Class Members are identified for the Discovery Period, Defendants agree to increase the total award payment proportionate to the number of additional shifts worked by any additional Class members identified for that period."

Read correctly, once the Class Members who worked during the Discovery Period are identified, all additional shifts worked by those Class Members must be included in the increase calculation. However, Defendants now argue for the first time—two months after receiving Plaintiff's methodology and one day before this motion was due—that only the shifts worked within the Discovery Period should be counted. But the provision includes no such limitation, nor should it. Indeed, damages are owed to the twenty-seven Class Members in question for all weeks worked during the class period, not just the weeks worked during the Discovery Period. To limit the contributions to only shifts within the Discovery Period while paying out damages for all shifts in the class period would retrench the common fund, cause substantial injustice to Class Members, and reward Defendants with a nearly $80,000 windfall after they abdicated their discovery obligations and failed to disclose the identities of fifty-two Class Members—*nearly 40 percent of the entire Class*—before mediation and before executing the Agreement. This Court should reject Defendants' eleventh-hour bid to avoid paying for the settlement they negotiated and approve a common fund payment of $1,225,352.91.

D. The requested attorneys' fee award is fair and reasonable.

Where attorneys have obtained a common fund settlement for the benefit of a class, Washington courts use the "percentage of recovery approach" in calculating and awarding attorneys' fees. *Bowles v. Dep't of Ret. Sys.*, 121 Wn.2d 52, 72 (1993). Because this is a common

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fund settlement, the "percentage of recovery approach" applies. *Id*. "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, 12 (1994). As the Washington Supreme Court has recognized, "[i]n common fund cases, the size of the recovery 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.

Contingency fees in individual cases are usually in the range of 33 to 40 percent. *See Forbes v. Am. Bldg. Maint. Co. W.*, 170 Wn.2d 157, 161-66 (2010) (discussing contingency fees between 33 1/3 and 44 percent and reinstating trial court's order that "40 percent contingency fee based on the $5 million settlement was fair and reasonable"). The typical range for attorneys' fees awarded in common fund class action settlements is between 20 and 33 percent. *See* Alba Conte et al., 4 Newberg on Class Actions § 14.6 (4th ed. 2002) (recognizing "fee awards in class actions average around one-third of the recovery"); *Bowles*, 121 Wn.2d at 72 (noting fee awards for common fund cases are often in range of 20 to 30 percent).

Here, Class Counsel request approval of a 30 percent fee award. This is below the standard contingency fee range for individual cases and well in line with percentage fee awards in other employment law class actions. *See, e.g., Storti v. University of Washington*, King County Superior Court No. 04-2-16973-9 SEA (May 12, 2006, Order ¶ 14) (awarding 30 percent of common fund); *Mader v. Health Care Authority*, King County Superior Court No. 98-2-30850-8 SEA (May 14, 2004, Order ¶ 25) (awarding $3.6 million fee of $11 million cash settlement, equaling approximately 32.7 percent). Thus, Class Counsel's requested award is reasonable under the "percentage of recovery" method.

A 30 percent fee is appropriate because this case presented numerous challenges that could have resulted in no recovery for the Class if the Court denied class certification, granted

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Defendants' motion(s) for summary judgment, or otherwise found that Defendants' practices were lawful. Defendants consistently denied liability and that they violated any Washington laws. Nonetheless, Class Counsel took the risk of litigating the case on a contingency basis, investing more than $195,000 in fees to date. Marshall Decl. ¶¶ 17-20. Based on the risks inherent to this case, there was a real possibility Class Counsel would recover nothing for their work. That said, Class Counsel took their charge seriously and endeavored to represent the interests of the drivers to the greatest extent possible for nearly two years without compensation. Considering the challenges presented by this case, Class Counsel achieved a strong result.

For these reasons, Class Counsel respectfully ask the Court to approve a 30 percent fee.

E. Reimbursement of Class Counsel's litigation costs is reasonable.

For common fund settlements, litigation costs are awarded in addition to percentage fee awards. *See Bowles*, 121 Wn.2d at 70-74 (affirming common fund fee award of $1.5 million and costs award of $17,000). "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 have incurred more than $31,350 in litigation expenses, including fees for couriers and service; a damages expert; filing; mediation; and online legal research. Nearly all expenses—$29,972—comprise expert witness and mediation fees. Marshall Decl. ¶ 21.

The expenses were reasonable and necessary to secure the successful resolution of this litigation. *See In re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (finding costs such as expert fees, filing fees, travel expenses, online legal research fees, and mediation expenses are necessary expenses in class action litigation). While Class Counsel have

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incurred $31,350 in costs to date, they request an award up to $40,000 in case it is necessary to re-engage Plaintiff's damages expert to recalculate settlement awards after receiving opt-outs.[2]

F. The Settlement Administration Costs Award is reasonable.

Simpluris has agreed to cap its fees at $7,000. Butler Decl. ¶ 15. Consistent with the Court's Order, Simpluris has already, among other things, printed, mailed, re-mailed, and emailed notice packets to Class Members; established a toll-free telephone number to answer Class Members' questions; and maintained a settlement website with key documents. *Id*. ¶¶ 3-5. Moving forward, Simpluris will also calculate payments; report taxes; and mail settlement checks and other awards. *Id*. These administration expenses are reasonable and necessary to inform Class Members of the settlement and ensure it is administered fairly.

G. The Class Representative Service Award is reasonable.

Service awards compensate class representatives for work done on behalf of the class. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 943 (9th Cir. 2015). These awards promote the public policy of encouraging individuals to undertake the responsibility of representative lawsuits. *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009). Such awards are approved so long as they are reasonable and do not undermine the adequacy of the class representative. *See Radcliffe v. Experian Info. Solutions*, 715 F.3d 1157, 1164 (9th Cir. 2013).

A $10,000 Service Award to Mr. Madden is reasonable and in line with other approved awards. *See, e.g., Pelletz v. Weyerhauser Co.*, 592 F. Supp. 2d 1322, 1329-30 & n.9 (W.D. Wash. 2009) (citing decisions approving service awards up to $40,000). Mr. Madden has been committed to this case from the beginning, assisting Class Counsel in investigating the claims and class issues; providing documents and evidence; understanding the facts; participating in mediation and attorney-client meetings; and reviewing and approving the proposed settlement

[2] If such future costs are incurred, Class Counsel will update the Court in Plaintiff's supplemental brief and during the final approval hearing. Should Class Counsel's total litigation costs be less than $40,000, the difference will become part of the Net Settlement Fund and distributed to Settlement Class Members.

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terms with Class Counsel. The Service Award will compensate Mr. Madden for his extensive time and effort in stepping forward to serve as Class Representative and the reputational and occupational risks he faced by suing his employer. The award is well deserved and should be approved. Marshall Decl. ¶ 22.

VI. CONCLUSION

The common fund settlement is fair, adequate, and reasonable. Moreover, it is appropriate for the Court to approve the requested attorneys' fees and costs award given the high-quality work performed, successful result achieved, risks taken, and costs incurred.

Accordingly, Plaintiff respectfully asks the Court to enter an order: (1) approving the Settlement Agreement as fair, reasonable, and adequate; (2) determining that adequate notice was provided to Class Members; (3) approving a total common fund payment of $1,225,352.91; (4) approving a Class Representative Service Award of $10,000 to Plaintiff; (5) approving settlement administration costs up to $7,000; (6) granting $367,605.87 in attorneys' fees and up to $40,000 in litigation costs; and (7) dismissing this action with prejudice.

RESPECTFULLY SUBMITTED AND DATED this 4th day of February, 2025.

TERRELL MARSHALL LAW GROUP PLLC

I certify that this memorandum contains 4,192 words, in compliance with the Local Civil Rules.

By: /s/ Toby J. Marshall, WSBA #32726
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DECLARATION OF SERVICE

I, Toby J. Marshall, hereby certify that on February 4, 2025, I caused true and correct copies of the foregoing to be served via the means indicated below:

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- ☒ Via the King County Electronic Filing Notification System

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.

DATED this 4th day of February, 2025.

By: /s/ Toby J. Marshall, WSBA #32726
Toby J. Marshall, WSBA #32726

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