

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

JACKIE STONE, NERYS JONES, DAVINA
KIM, JEAN DEFOND, and SHANE
COZWITH, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

ACCELLION USA LLC, a Washington
limited liability company; and THE OFFICE
OF THE WASHINGTON STATE
AUDITOR,

Defendants.

NO. 21-2-01439-5 SEA

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

Plaintiffs Jackie Stone, Nerys Jones, Davina Km, Jean DeFond, and Shane Cozwith
("Plaintiffs") submit this Motion for Attorneys' Fees, Costs, and Service Awards.

I. INTRODUCTION

Following substantial discovery and extensive arm's-length negotiations, the parties
reached an agreement to resolve the claims in this action. The Settlement¹ is, undeniably, an
excellent result for the Class. It consists of a non-reversionary common fund of \$3,085,152.73,
from which Settlement Class Members will be able to receive monetary payments.

¹ References to the Settlement herein refer to the Settlement Agreement, filed as Exhibit 1 to
Dkt. 160 ("S.A."). All capitalized terms herein refer to defined terms in the Settlement.

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

6 As compensation for the significant benefit conferred on the Settlement Class, Class
7 Counsel respectfully moves the Court for an award of attorneys' fees from the settlement fund
8 in the amount of \$1,028,384.24, inclusive of their litigation costs and expenses, which
9 represents one-third of the Settlement Fund. This request for fees and costs is in line with the
10 benchmark for fee awards regularly employed by Washington courts. Moreover, it is
11 reasonable in proportion to the benefit negotiated on behalf of the Settlement Class and
12 appropriate in light of the substantial risks presented in prosecuting this action, the quality and
13 extent of work conducted, and the stakes of the case. Class Counsel also respectfully move the
14 Court for service awards of \$7,500.00 for each of the proposed Settlement Class
15 Representatives for their work on behalf of the Class.

16 **II. STATEMENT OF FACTS**

17 **A. Factual Background**

18 This case arises out of a data security breach of Defendant Accellion's File Transfer
19 Appliance ("FTA"), which Accellion first discovered in December 2020 and made public on
20 January 12, 2021. Accellion is a cybersecurity company that provides various enterprise
21 cybersecurity tools, including until relatively recently, FTA. Consolidated Amended Complaint
22 ("CAC") ¶ 1. The Office of the Washington State Auditor ("SAO"), one of the Defendants in
23 this case, licensed an FTA device before the Data Security Incident. CAC ¶ 5. SAO used FTA
24 to transfer files related to an audit of the State's unemployment benefits program. The files
25 contained personal identifying information ("PII") provided by unemployment applicants,
26 including their names, Social Security numbers, dates of birth, street and email addresses, and

1 bank account and routing numbers, in order to apply for unemployment benefits. CAC ¶ 45.
2 Plaintiffs brought this action on behalf of all persons whose information may have been
3 compromised, alleging claims against both Accellion and SAO for their roles in the breach.

4 **B. Procedural History, Discovery, and Settlement Negotiations**

5 In September 2021, both SAO and Accellion filed motions to dismiss. Following full
6 briefing and oral argument on December 3, 2021, the Court denied SAO's motion. Shortly
7 thereafter, Defendants moved to stay this litigation based on a purported nationwide settlement
8 with Accellion that was pending approval in the Northern District of California. On February
9 10, 2022, the Court entered a stay of these proceedings as to both Defendants. After nearly 18
10 months, when it was clear that the proposed settlement in the Northern District of California
11 would not proceed, the Court denied Defendants' request to continue the stay any further, and
12 on August 1, 2023, lifted the stay.

13 After the stay was lifted, the Parties engaged in significant discovery. *See* Declaration
14 of Cecily C. Jordan ("Jordan Decl.") ¶ 3. SAO produced 4,865 pages of documents. *Id.*
15 Plaintiffs' counsel has also been heavily involved in coordinated discovery efforts in the related
16 action in the Northern District of California, including taking and defending depositions. *Id.*

17 Shortly after the stay was lifted, the Parties agreed to engage Jill Sperber of Judicate
18 West as a mediator to oversee settlement negotiations in the Action. *Id.* ¶ 4. The Parties
19 participated in extensive arm's-length settlement negotiations conducted through Ms. Sperber
20 that included a day-long mediation session on November 1, 2023, followed by continued
21 negotiations over the weeks and months that followed mediation. *Id.* ¶ 5. When the Parties
22 could not resolve their claims, they continued formal discovery efforts. *Id.* ¶ 6.

23 Eventually, after further discovery the Parties re-engaged in settlement discussions.
24 Following extensive arm's-length negotiations, on March 24, 2025, Plaintiffs and Defendant
25 SAO reached an agreement to resolve the claims between them in this class action.² *Id.* ¶ 7. The

26 ² Defendant Accellion USA LLC is not a party to the Settlement Agreement.

1 Parties thereafter finalized all the terms of the Settlement and executed the Settlement
2 Agreement on June 6, 2025. *Id.* ¶ 8.

3 The Court entered an order granting Preliminary Approval of the Settlement on June 26,
4 2025. Dkt. 163. The Notice Plan approved therein has been carried out and the response of the
5 Class has been favorable. For the reasons set forth herein, Plaintiffs now seek an award of
6 attorneys' fees, costs, and service awards in connection with final approval of the Settlement.

7 III. ISSUES

8 Should the Court grant:

- 9 (1) Plaintiffs' request for attorneys' fees and costs in the amount of \$1,028,384.24;
10 and
11 (3) Plaintiffs' request for Service Awards in the amount of \$7,500.00 to each
12 Settlement Class Representative?

13 IV. EVIDENCE RELIED UPON

14 Plaintiffs rely on the Declaration of Cecily C. Jordan filed herewith ("Jordan Decl."),
15 and the other papers on file in this action.

16 V. AUTHORITY

17 A. An Award of Fees under the Percentage-of-the-Fund Method Is Warranted

18 Where attorneys obtain a common fund settlement for the benefit of a class,
19 Washington courts typically employ the "percentage of recovery approach" in calculating and
20 awarding attorneys' fees. *See Bowles v. Washington Dep't of Ret. Sys.*, 121 Wn.2d 52, 70–71
21 (rejecting lodestar critique in a common fund case). While the lodestar method is generally
22 preferred when calculating statutory attorney fees, the percentage of recovery approach is used
23 in calculating fees under the common fund doctrine. *Six (6) Mexican Workers v. Ariz. Citrus*
24 *Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990); *Blum v. Stenson*, 465 U.S. 886, 900 n.16
25 (1984). Because this is a common fund settlement, the "percentage of recovery" approach
26 applies. *Ariz. Citrus*, 904 F.2d at 1311. "Under the percentage of recovery approach . . .

1 attorneys are compensated according to the size of the benefit conferred, not the actual hours
2 expended.” *Lyzanchuk v. Yakima Ranches Owners Ass’n, Phase II, Inc.*, 73 Wn. App. 1, 9
3 (1994). “In common fund cases, the size of the recovery constitutes a suitable measure of the
4 attorneys’ performance.” *Bowles*, 121 Wn.2d at 72. Public policy supports this approach:
5 “When attorney fees are available to prevailing class action plaintiffs, plaintiffs will have less
6 difficulty obtaining counsel and greater access to the judicial system. Little good comes from a
7 system where justice is available only to those who can afford its price.” *Id.* at 71.

8 Courts prefer a percentage-of-the-fund model over a lodestar-multiplier approach in
9 cases where it is possible to ascertain the value of the settlement through a common fund. *See*
10 *In re Bluetooth*, 654 F.3d, 935 942 (9th Cir. 2011) (“Because the benefit to the class is easily
11 quantified in common-fund settlements, we have allowed courts to award attorneys a
12 percentage of the common fund in lieu of the often more time-consuming task of calculating
13 the lodestar.”); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050 (9th Cir. 2002) (“[T]he
14 primary basis of the fee award remains the percentage method.”).

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

17 Class Counsel’s request for \$1,028,384.24 in attorneys’ fees and costs—totaling one-
18 third of the Settlement Fund—is fair and reasonable. In Washington courts, contingency fee
19 percentages in individual cases are usually in the range of 33 to 40 percent. *See Forbes v. Am.*
20 *Bldg. Maint. Co. W.*, 170 Wn.2d 157, 161–66 (2010) (discussing contingency fee percentages
21 between 33 1/3 percent and 44 percent and noting trial court’s order that “40 percent
22 contingency fee based on the \$5 million settlement was fair and reasonable”). The typical
23 amount of attorneys’ fees awarded in common fund class action settlements like this one is
24 one-third of the recovery. *See Alba Conte et al.*, 4 Newberg on Class Actions § 14.6 (4th ed.
25 2002) (recognizing “fee awards in class actions average around one-third of the recovery”).
26

1 The Ninth Circuit has established a 25 percent benchmark to be used as the “starting
2 point” for a percentage-of-the fund analysis.³ “[I]n most common fund cases, the award
3 exceeds that benchmark.” *Omnivision*, 559 F. Supp. 2d at 1047. The Ninth Circuit asks district
4 courts to “take into account all of the circumstances of the case” and “reach[] a reasonable
5 percentage.” *Vizcaino*, 290 F.3d at 1048. Washington courts, using Ninth Circuit law as
6 guidance, regularly award greater than the 25 percent benchmark set by the Ninth Circuit. *See*
7 *McFarland v. Swedish Health Servs.*, 2019 Wash. Super. LEXIS 8816, at *16 (King Cnty.
8 Super. Ct. Apr. 26, 2019) (recognizing that 25 percent “is at the low end of the presumptively
9 reasonable fee using the Ninth Circuit benchmark in class actions of between 25% and 33% of
10 the common fund”).

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

19 **1. Class Counsel Obtained a Substantial Result**

20 In determining the amount of attorneys’ fees to award, a court should examine “the
21 degree of success obtained.” *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983); *see also*
22 *Omnivision*, 559 F. Supp. 2d at 1046; Federal Judicial Center, *Manual for Complex Litigation*
23 (“MCL”), § 27.71, at 336 (4th ed. 2004). Here, the Settlement affords significant relief to Class
24

25 ³ In class actions, Washington courts have long looked to federal authority. *See Summers v. Sea*
26 *Mar Cmty. Health Centers*, 29 Wn. App. 2d 476, 487, *review denied sub nom. Barnes v. Sea*
Mar Cmty. Health Centers, 549 P.3d 112 (Wash. 2024).

1 Members, comprising monetary relief, enhanced identity and medical fraud monitoring, and
2 requiring expenditures to protect Private Information in the future. As further described in
3 Plaintiffs' Motion for Preliminary Approval and the accompanying Declaration, this litigation
4 was hard-fought, difficult, contentious, and posed a series of case dispositive risks.

5 The Settlement reflects the high-quality work performed by skilled and experienced
6 Class Counsel throughout the litigation. Class Counsel's fee request is commensurate with their
7 extensive experience and effort, which they successfully leveraged to procure the Settlement.
8 The skill demonstrated by Class Counsel in developing the case theory, briefing dispositive
9 motions, pursuing discovery, and negotiating a settlement, further supports the requested fees.
10 *Vizcaino*, 290 F.3d at 1050 n.5; *see also Zepeda v. PayPal, Inc.*, No. C-10-2500, 2017 WL
11 1113293, at *20 (N.D. Cal. Mar. 24, 2017) (class counsel's consumer class action expertise
12 allowed for a result that "would have been unlikely if entrusted to counsel of lesser experience
13 or capability[,]” given the “substantive and procedural complexities” and the “contentious
14 nature” of the litigation); *Allagas v. BP Solar Int'l, Inc.*, No. 3:14-CV-00560-SIEDL, 2016 WL
15 9114162, at *2 (N.D. Cal. Dec. 22, 2016) (class counsel were “highly experienced in
16 prosecuting and settling complex class actions,” which weighed in favor of the requested fees).

17 As explained in Plaintiffs' Motions for Preliminary and Final Approval, Plaintiffs
18 believe in the strength of their claims but recognize that the range of potential litigation
19 outcomes is variable. Recoverable damages would depend on the scope of class certification,
20 whether the Court accepted various damages theories (i.e., benefit of the bargain and loss of
21 value of Private Information), and which claims would survive dispositive motion briefing.
22 Whether the case would be litigated to a favorable outcome, and the amount the Class might
23 obtain through continued litigation, are not certain. A settlement now ensures that Class
24 Members, many of whom have serious illnesses, will receive immediate and meaningful relief.
25 Based on the size of the Incident and these substantial litigation risks, the Settlement presents a
26

1 robust relief package and valuable outcome for the Class compared to other recent data breach
2 class action settlements.

3 Class Counsel obtained a \$3,085,152.73 Settlement Fund from which all Class
4 Members are eligible to make claims for monetary payments. S.A. ¶ 2.2. The Ninth Circuit and
5 other courts have repeatedly found that where, as here, class counsel achieves significant non-
6 monetary benefits for the Class, the court “should consider the value of [such] relief obtained as
7 a relevant circumstance” in determining what percentage of the settlement benefits should be
8 awarded as reasonable attorneys’ fees. *Staton*, 327 F.3d at 974 (internal quotation marks
9 omitted); *see also Vizcaino*, 290 F.3d at 1049 (affirming enhanced fee award where “the court
10 found that counsel’s performance generated benefits beyond the cash settlement fund”); *Linney*
11 *v. Cellular Alaska P’ship*, 1997 WL 450064, at *7 (N.D. Cal. July 18, 1997), *aff’d*, 151 F.3d
12 1234 (9th Cir. 1998) (granting fee award of one-third of common fund where settlement
13 provided additional non-monetary relief).

14 **2. The Litigation Risks Involved Support the Fee Request**

15 “The risk that further litigation might result in Plaintiffs not recovering at all,
16 particularly a case involving complicated legal issues, is a significant factor in the award of
17 fees.” *Omnivision*, 559 F. Supp. 2d at 1046–47. Here, Class Counsel confronted significant
18 hurdles to obtaining any recovery.

19 While almost all class actions involve a high level of risk, expense, and complexity,
20 numerous courts have recognized that data breach cases are especially risky, expensive, and
21 complex given the unsettled and evolving nature of the relevant law. *See, e.g., In re Sonic*
22 *Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019);
23 *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 315 (N.D. Cal. 2018). This risk is
24 highlighted by the fact that data breach cases have faced substantial hurdles in making it past
25 the pleading stage, and in obtaining and maintaining certification. *See Hammond v. Bank of*
26 *N.Y. Mellon Corp.*, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting cases); *see*

1 also *In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me.
2 2013) (denying certification). Class certification in contested consumer data breach cases like
3 this one is not common, and even the few cases that have obtained certification have faced
4 hurdles maintaining it. *See, e.g., In Re Marriott Int’l Inc. Customer Data Sec. Breach Litig.*,
5 2022 WL 1396522 (D. Md. May 3, 2022) (vacated and remanded by *In re Marriott Int’l Inc.*
6 *Customer Data Sec. Breach Litig.*, 78 F.4th 677 (4th Cir. 2023)) (reinstated on remand in *In re*
7 *Marriott Int’l Inc. Customer Data Sec. Breach Litig.*, 345 F.R.D. 137 (D. Md. 2023)). Damages
8 theories in data breach class actions remain untested at trial and on appeal. The requested fee
9 award here appropriately compensates for the risks undertaken by Class Counsel here, and the
10 requested fee award of one-third of the Settlement Fund is appropriate when considering such
11 risks.

12 **3. Class Counsel Faced Substantial Risk of Non-Payment**

13 The requested fee award is also justified by the financial risks undertaken by Class
14 Counsel in representing the Class on a contingency basis. *See Vizcaino*, 290 F.3d at 1050.
15 “[T]he contingency adjustment is designed solely to compensate for the possibility . . . that the
16 litigation would be unsuccessful and that no fee would be obtained.” *Bowers*, 100 Wn.2d at
17 598–99 (quotation omitted). Such adjustments are “based on the notion that attorneys generally
18 will not take high risk contingency cases, for which they risk no recovery at all for their
19 services, unless they can receive a premium for taking that risk.” *Chuong Van Pham v. Seattle*
20 *City Light*, 159 Wash. 2d 527, 541 (2007). The public interest is served by rewarding attorneys
21 who assume representation on a contingent basis with an enhanced fee to compensate them for
22 the risk they might be paid nothing at all for their work. *In re Washington Public Power Supply*
23 *System Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994).

24 Class Counsel have devoted substantial resources to the prosecution of this case with no
25 guarantee that they would be compensated for their time or reimbursed for their expenses.
26 “[W]hen counsel takes cases on a contingency fee basis, and litigation is protracted, the risk of

1 non-payment after years of litigation justifies a significant fee award.” *Bellinghausen v. Tractor*
2 *Supply Co.*, 306 F.R.D. 245, 261 (N.D. Cal. 2015). The potential of receiving little or no
3 recovery in the face of increasing risk weighs in favor of the requested fee. *See, e.g., In re*
4 *Washington*, 19 F.3d 1291, 1299 (9th Cir. 1994); *Ching v. Siemens Indus.*, 2014 WL 2926210,
5 at *8 (N.D. Cal. June 27, 2014); *Brown v. 22nd Dist. Agric. Ass’n*, 2017 WL 3131557, at *8
6 (S.D. Cal. July 24, 2017).

7 **4. Fees in Similar Actions**

8 Courts may refer to awards made in other settlements of comparable size when
9 determining whether an award is reasonable. *See Vizcaino*, 290 F.3d at 1050 n.4. Washington
10 courts routinely award percentage of the fund recoveries in excess of thirty (30) percent. *See,*
11 *e.g., Moliga v. Ginsing, LLC*, No. 23-2-13231-5 (King Cnty. Super. Ct. Feb. 7, 2025) (33.3
12 percent); *Atkinson v. Burberry Ltd.*, No. 23-2-19460-8 (King Cnty. Super. Ct. Dec. 6, 2024) (33.3
13 percent); *Justice v. Lube Dev.*, No. 23-2-12593-2 (King Cnty. Super. Ct. Sept. 27, 2024) (33.3
14 percent); *Saraceno-Oliveri v. Solgen Power, LLC*, No. 23-2-09228-7 (King Cnty. Super. Ct. July
15 19, 2024) (33.3 percent); *Voivod v. APIZZA, LLC*, No. 23-2-06729-7 (King Cnty. Super. Ct. Feb.
16 7, 2025) (33.3 percent); *Viveros v. Perfect Blend, LLC*, No. 23-2-05511-0 (King Cnty. Super. Ct.
17 June 21, 2024) (33 percent); *Olea v. Vessel WA Operations LLC*, No. 22-2-06944-9 (King Cnty.
18 Super. Ct. Sept. 8, 2023) (32.5 percent); *LaCome v. USNR*, No. 23-2-03036-2 (King Cnty. Super.
19 Ct. Feb. 23, 2024) (31.25 percent); *Main v. Quick & Clear*, 2017 Wash. Super. LEXIS 21358
20 (King Cnty. Super. Ct. Dec. 19, 2017) (awarding 33 percent of class fund); *Wright v. Bus.*
21 *Comput. Training Inst. Inc.*, No. 05-2-05763-2 (Pierce Cnty. Super. Ct. Oct. 26, 2007) (awarding
22 33 percent of class fund); *Saraceno-Oliveri v. Solgen Power, LLC*, No. 23-2-09228-7 (King Cnty.
23 Super. Ct. July 19, 2024) (awarding 33 percent of class fund). Class Counsel’s requested fee here
24 is consistent with the fees and costs awarded in similar cases and is reasonable under the
25 “percentage-of-the-fund” method.
26

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

The Ninth Circuit instructs courts to consider the burdens class counsel experienced while litigating a case (e.g., cost, duration, and foregoing other work). *In re Online DVD-Rental Antitrust Litig.*, 779 F. 3d at 954-55, *In re Infospace, Inc. Sec. Litig.*, 330 F. Supp. 2d 1203, 1212 (W.D. Wash. 2004). Here, the litigation has been pending for over four years. Class Counsel has advanced time and costs—and foregone other work while litigating this case.

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

The Ninth Circuit has encouraged, but not required, courts to conduct a lodestar cross-check when assessing the reasonableness of a percentage of the fund award. *See Bluetooth*, 654 F.3d at 944. The first step in the lodestar method is to multiply the number of hours counsel reasonably expended on the litigation by a reasonable hourly rate. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998). “[T]he resulting figure may be adjusted upward or downward to account for several factors including the quality of the representation, the benefit obtained for the class, the complexity and novelty of the issues presented, and the risk of nonpayment.” *Id.* Here, the lodestar-multiplier method confirms the propriety of the requested fee here, with the fee award Class Counsel will be receiving a negative multiplier on lodestar amount—meaning Class Counsel incurred a higher lodestar in this matter than they are seeking in attorneys’ fees.

Through September 26, 2025, Class Counsel devoted over 1,680 hours to the investigation, litigation, and resolution of this complex case, incurring more than \$1,300,000 in lodestar for the common benefit of the class. Jordan Decl. ¶ 25.⁴ Class Counsel’s hourly rates are reasonable and have been approved by Courts in this State and throughout the country. As detailed in the Jordan Declaration, Class Counsel’s time was spent investigating the claims of Plaintiffs and Class Members, consolidating the related cases in this Court, conducting formal

⁴ Class Counsel anticipate spending additional hours seeing this case through its final resolution, including by overseeing the claims process and attending the final approval hearing.

1 discovery in this action and coordinated discovery in a related action in the Northern District of
2 California, engaging in substantial motion briefing, researching and analyzing legal issues,
3 engaging in extensive settlement negotiations, drafting settlement papers, and moving for
4 preliminary approval. *Id.* ¶ 10.

5 The fee requested by Class Counsel is less than Class Counsel's lodestar, reflecting a
6 negative multiplier of 0.8. In *Vizcaino*, the Ninth Circuit noted that multipliers have ranged
7 from 0.6 to 19.6, and upheld an award with a 3.65 multiplier. 290 F.3d at 1050–55; *accord In*
8 *re Infospace*, 330 F. Supp. 2d at 1216 (approving multiplier of 3.5); *Craft v. Cnty. of San*
9 *Bernardino*, 624 F. Supp. 2d 1113, 1123 (C.D. Cal. 2008) (approving multiplier of 5.2).
10 Considering Class Counsel is accepting a negative multiplier with its fee award, despite the
11 lengthy efforts it undertook to provide an exceptional result for the Class, this factor supports
12 approval of Class Counsel's fee request.

13 **D. The Costs Sought Are Appropriate, Fair and Reasonable**

14 In addition to their fees, Class Counsel also seek reimbursement of costs incurred in
15 prosecuting this action on behalf of the Class. "Reasonable costs and expenses incurred by an
16 attorney who creates or preserves a common fund are reimbursed proportionately by those class
17 members who benefit [from] the settlement." *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp.
18 1362, 1366 (N.D. Cal. 1996). Here, Class Counsel incurred out-of-pocket costs totaling
19 \$18,831,49, primarily to cover expenses related to expert analysis, mediation fees, legal
20 research, deposition, investigation, and administrative costs such as copying, mailing, and
21 messenger expenses. Jordan Decl. ¶ 29. These out-of-pocket costs were necessary to secure the
22 resolution of this litigation and should be awarded. *See In re Immune Response Sec. Litig.*, 497
23 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007).

24 **E. The Requested Class Representative Service Awards Are Reasonable**

25 Service awards compensate class representatives for work done on behalf of a class,
26 account for financial and reputational risks associated with litigation, and promote the public

1 policy of encouraging individuals to undertake the responsibility of representative lawsuits. *See*
2 *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009); *Hartless v. Clorox Co.*,
3 273 F.R.D. 630, 646-47 (S.D. Cal. 2011). The Settlement is not contingent on the Court's
4 granting of such awards. S.A. ¶¶ 9.1, 9.3.

5 The requested service awards of \$7,500.00 per Settlement Class Representative are
6 modest under the circumstances and well in line with awards approved by state and federal
7 courts in Washington and elsewhere. *See, e.g., Bailey v. Grays Harbor Cnty. Pub. Hosp. Dist.*
8 *No. 2*, No. 20-2-00217014 (Wash. Super. Ct. Sept. 21, 2020) (approving service awards of
9 \$2,500.00); *In re Online DVD-Rental Antitrust Litig.*, 779 F. 3d at 947-48 (approving service
10 awards of \$5,000.00); *Pelletz*, 592 F. Supp. 2d at 1329-30 & n.9 (approving \$7,500.00 service
11 awards). The requested service awards here will compensate the Settlement Class
12 Representatives for their time and effort in stepping forward to serve as class representatives,
13 assisting in the investigation, keeping abreast of the litigation, and reviewing and approving the
14 proposed Settlement terms after consulting with Class Counsel. Indeed, without Plaintiffs
15 efforts to support litigating this matter, the Class would not have been able to recover anything.

16 VI. CONCLUSION

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

20
21 I certify that this memorandum contains 4,054 words, in compliance with the Local
22 Civil Rules.

23 //

24 //

25 //

26 //

1 DATED this 6th day of October, 2025.

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3
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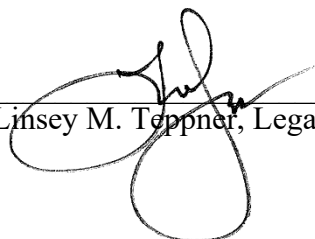
CERTIFICATE OF SERVICE

I hereby certify that on October 6, 2025, a copy of the foregoing was served on counsel at the following address by the methods indicated:

STOKES LAWRENCE, P.S. Justo G. Gonzalez, WSBA #41582 Joshua D. Harms, WSBA #55679 1420 Fifth Avenue, Suite 3000 Seattle, WA 98101-2393 Tele: (206) 626-6000 justo.gonzalez@stokeslaw.com joshua.harms@stokeslaw.com <i>Attorneys for Defendant Accellion USA LLC</i>	<input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Legal Messenger <input type="checkbox"/> Fax <input checked="" type="checkbox"/> King County E-Service
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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.



Linsey M. Teppner, Legal Assistant