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10 **UNITED STATES DISTRICT COURT**
11 **FOR THE EASTERN DISTRICT OF WASHINGTON**

12 RYAN DALEY, and individual, and)
13 ISAAK CURRY, an individual, each on)
behalf of himself and all others)
14 similarly situated,)

15 Plaintiffs,)
16 vs.)

17 GREYSTAR REAL ESTATE)
18 PARTNERS, LLC, a Delaware limited)
liability company; GREYSTAR)
19 MANAGEMENT SERVICES, L.P., a)
Delaware corporation; GREYSTAR RS)
20 WEST, LLC, a Delaware limited)
liability company,)
Defendants.)

Case No.: 2:18-cv-00381-SMJ

**PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL
OF CLASS SETTLEMENT**

**Hearing Date: January 11, 2022 @
9:00 a.m.**

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I. INTRODUCTION

1
2 Plaintiffs and Class Counsel have achieved an excellent result for the
3 Settlement Class and believe the Settlement is fair, adequate, and reasonable. The
4 response of Settlement Class members to the settlement shows that they agree.
5 The deadline for Settlement Class members to object or exclude themselves has
6 now passed, and there was not a single request for exclusion. Two of the 70,106
7 Class Settlement members who received notice filed an objection, however it
8 appears that only one of the objectors intends to pursue his objection. (ECF No.
9 145, ¶¶ 8-9; ECF No. 146, ¶¶ 13, 18). As a result of this litigation, and in addition
10 to the monetary compensation provided to the class members, Defendants have
11 also changed their tenant screening disclosures practices. (ECF No. 145, ¶ 7).
12 Given the settlement’s substantial monetary and non-monetary relief, the proposed
13 settlement is fair, reasonable, and adequate.

14 The notice program approved by the Court and implemented by Class
15 Administrator Postlethwaite & Netterville, APAC, (“P&N”) was effective and
16 satisfies due process. A total of 70,106 Class members (90.47)% of Settlement
17 Class members) had deliverable addresses and were mailed direct notice of the
18 Settlement. (ECF No. 146, ¶ 13). A total of 8,289 of these members (10.7% of
19 total Settlement Class members) will receive payments in the amount of \$21.86.
20 (ECF No. 146, ¶ 16).

1 Because the requirements of Rule 23(e) and (h) are satisfied, Plaintiffs
2 request that the Court grant final approval of the Settlement by: (A) determining
3 that adequate notice was provided to the Settlement Class; (B) determining the
4 Settlement was fair, reasonable, and (C) finally approving the Settlement
5 Agreement; and (D) granting Class Counsel \$625,000 in combined attorneys' fees
6 and costs, approving a service award of \$2,500 to each to the two Class
7 Representatives, and allowing P&N to distribute the Settlement Fund in
8 accordance with the parties' Settlement Agreement.

9 II. FACTS AND EVIDENCE RELIED UPON

10 On August 8, 2021, this Court granted Plaintiffs' Motion for Preliminary
11 Approval of the Settlement reached between Plaintiffs Ryan Daley and Isaak Curry
12 and the Defendants. (ECF No. 130). The Settlement required Defendants to pay
13 \$2,500,000.00 into a Settlement Fund to be paid to Settlement Class members,
14 after deducting from the Settlement Fund all Settlement Costs, including: (1) all
15 costs associated with administration of the Settlement, including emailing and
16 mailing notice, and printing and mailing Settlement Award checks to Settlement
17 Class members; (2) any award of attorneys' fees and costs provided by the Court;
18 and (3) any incentive awards to Plaintiffs approved by the Court. (ECF No. 127, ¶
19 6).

1 The Settlement Administrator has emailed and mailed class notice in
2 accordance with the notice plan approved by the Court. (ECF No. 130, ¶ 5; ECF
3 No. 146, ¶¶ 5-13). The deadline for Settlement Class members to object or exclude
4 themselves from the Settlement has passed. (ECF No. 130, ¶ 12(F)). Only two (2)
5 Settlement Class members excluded themselves from the Settlement. (ECF No.
6 146, ¶ 17). Further, only two (2) Settlement Class member objected, one primarily
7 on the basis of the email and postcard notice procedure used and approved by this
8 Court, and not the material terms of the settlement. (ECF No. 143; ECF No. 145,
9 ¶¶ 8-10). The other objector is not anticipated to pursue her objection, as the
10 objection was based on a misunderstanding of the nature of this proceeding and the
11 settlement. (ECF No. 145, ¶ 10). Class Counsel filed their motion for an award of
12 attorneys' fees, costs, and incentive awards to the Class Representatives in
13 accordance with the deadlines set forth in the Court's preliminary approval order.
14 (ECF Nos. 130, 137- 140). No Settlement class member objected to the amounts
15 requested for attorneys' fees and the incentive awards.

16 This motion relies upon the following pleadings and evidence previously
17 filed with this Court:

- 18 1. ECF No. 56 (Declaration of Kirk D. Miller Re: Adequacy of Class Counsel)
- 19 2. ECF No. 126 (Plaintiffs' Memorandum in Support of Plaintiffs' Unopposed

20 Motion for Preliminary Approval of Class Settlement)
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1 3. ECF No. 127 (Declaration of Kirk D. Miller in Support of Plaintiffs’
2 Unopposed Motion for Preliminary Approval of Class Settlement)

3 4. ECF No. 137 (Plaintiffs’ Motion for Award of Attorney’s Fees, Costs, and
4 Service Award)

5 5. ECF No. 138 (Declaration of Kik D. Miller in Support of Plaintiffs’ Motion
6 for Award of Attorney’s Fees, Costs, and Service Award)

7 6. ECF No. 139 (Declaration of Shayne J. Sutherland in Support of Plaintiffs’
8 Motion for Award of Attorney’s Fees, Costs, and Service Award)

9 7. ECF No. 140 (Declaration of Brian G. Cameron in Support of Plaintiffs’
10 Motion for Award of Attorney’s Fees, Costs, and Service Award)

11 This motion also relies on the following declarations filed concurrently with
12 this motion: (1) ECF No. 145, Declaration of Kirk D. Miller in Support of
13 Plaintiffs’ Motion for Final Approval of Settlement; and (2) ECF No. 146,
14 Declaration of the Settlement Administrator, Project Manager, Ryan Aldridge.
15 Plaintiffs incorporate the factual statements included in their motion for
16 preliminary approval of the Settlement (ECF No. 126).

17 **III. AUTHORITY AND ARGUMENT**

18 Federal Rule of Civil Procedure 23(e) requires the Court to direct notice in a
19 reasonable manner to Class members bound by the Settlement and to determine

1 whether the Settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(1)-
2 (2).

3 **A. The Notice Program Ordered by the Court Was Completed and Is**
4 **Constitutionally Sound.**

5 This Court previously determined that the Notice Program proposed by the
6 parties meets the requirements of due process and applicable law, provides the best
7 notice practicable under the circumstances, and constitutes due and sufficient
8 notice to all individuals entitled thereto. (ECF No. 130, ¶ 7).

9 After the Court entered the Preliminary Approval Order, P&N fully executed
10 the Notice Program. (ECF No. 146, ¶¶ 5-13). Defendants' Counsel provided P&N
11 with two different data files, containing 81,745 tenant email addresses, mailing
12 information, and the property where the tenants paid the application fee. *Id.* at ¶ 5.
13 After executing a de-duplication process, P&N determined that 77,492 unique
14 class members existed to whom notice should be issued to. *Id.* at ¶ 5. From
15 Defendants' records, P&N was able to send out 69,263 email notices, of which
16 68,733, or 99.2% were delivered. *Id.* at ¶ 6.

17 Thereafter, P&N coordinated and caused the mailing of the Postcard Notice
18 via First-Class Mail to Settlement Class members for which (a) an email address
19 was not available or an email notice was not successfully delivered and (b) a
20 mailing address was available from the class data. *Id.* at ¶ 7. The Postcard Notice

1 included the web address to the case website for access to additional information,
2 rights and options as a Class member, and the dates by which to act on those
3 options. *Id.* at ¶ 7, Ex. B.

4 Prior to the mailing, all mailing addresses were crosschecked against the
5 National Change of Address (NCOA) database maintained by the United States
6 Postal Service (USPS). *Id.* at ¶ 8. In addition, the addresses were certified via the
7 Coding Accuracy Support System (CASS) to ensure the quality of the zip code and
8 verified through Delivery Point Validation (DPV) to verify the accuracy of the
9 addresses. *Id.* at ¶ 8. In total, P&N executed Postcard Notice mailings to 2,515
10 (3.2%) Settlement Class members and supplemental mailings to 221 (0.3%)
11 Settlement Class members whose initial Postcard Notices were not deliverable but
12 for whom P&N was able to obtain an alternative mailing address through (1)
13 forwarding addresses provided by the USPS, (2) via skip trace searches using the
14 LexisNexis' database, or (3) requests received directly from Settlement Class
15 members. *Id.* at ¶ 8.

16 In total, P&N attempted to send direct notice to the 71,778 (92.6%)
17 Settlement Class members for which an email address passed verification or a
18 mailing address was available. *Id.* at ¶ 13. The notice program executed resulted
19 in 70,106 or 90.47% of Class members receiving notice of the Class Settlement.

20 *Id.* at ¶ 13.

1 P&N also established a Settlement Website, where Settlement Class
2 members could obtain information about the Settlement Agreement, access the
3 claim form, obtain a form to exclude themselves from the Settlement, and view
4 other relevant documents including Plaintiffs' Motion and supporting pleadings for
5 attorneys' fees, costs, and service awards. *Id.* at ¶ 10.

6 Further, Class Counsel's Motion for an award of fees and costs was filed
7 with the Court and posted on the Settlement Website at least thirty days before the
8 deadline for Class members to object to the Settlement, satisfying the requirements
9 of Rule 23(h). *See* Fed. R. Civ. P. 23(h); *In re Mercury Interactive Corp. Sec.*
10 *Litig.*, 618 F.3d 988, 995 (9th Cir. 2010). Class Counsel filed their Motion for an
11 Award of Fees and Costs and supporting declarations in connection with the
12 Settlement on August 27, 2021. (ECF Nos. 137-140). No Settlement Class
13 members specifically objected to Class Counsel's motion for fees, costs, and
14 incentive awards to the Class Representatives. (ECF No. 145, ¶¶ 8-10).

15 **B. The Settlement is Fair, Reasonable, and Adequate.**

16 When considering a motion for final approval of a class action settlement
17 under Rule 23, a court must determine whether the settlement is "fundamentally
18 fair." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1988). A settlement
19 merits final approval, when "the interests of the class as a whole are better served by
20 the settlement than by further litigation." *Manual for Complex Litigation* (Fourth)
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1 (“MCL 4th”) § 21.61, at 421–22 (2015). Although Rule 23 imposes strict procedural
2 requirements on the approval of a class settlement, a district court’s role in reviewing
3 the substance of that settlement is to ensure that it is “fair, adequate, and free from
4 collusion.” *Hanlon*, 150 F.3d at 1026. Here, the parties engaged in arm’s-length,
5 non-collusive negotiations to reach the Settlement Agreement. Moreover, all factors
6 that courts consider when evaluating settlements indicate that it is fair, reasonable,
7 and adequate. Thus, the settlement should be approved.

8 **1. The settlement is the product of informed and non-collusive**
9 **negotiations.**

10 The Ninth Circuit puts “a good deal of stock in the product of an arm’s-length,
11 non-collusive, negotiated resolution.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948,
12 965 (9th Cir. 2009). “Arm’s-length negotiations conducted by competent counsel
13 constitute *prima facie* evidence of fair settlements.” *Ikuseghan v. Multicare Health*
14 *Sys.*, No. 3:14-cv-05539-BHS, 2016 WL 3976569, *3 (W.D. Wash. July 25, 2016).
15 Experienced, competent attorneys negotiated the settlement reached in this case.
16 (ECF No. 127, ¶¶ 2, 4, 5). The parties, through counsel, engaged in discussions over
17 a period of months, with the assistance of an experienced mediator, which ultimately
18 resulted in the Settlement Agreement. (ECF No. 127, ¶ 4). Such negotiations are
19 *prima-facie* evidence of a settlement that is fair and reasonable. *See Hughes v.*
20 *Microsoft Corp.*, No. C98-1646C, C93-0178C, 2001 WL 34089697, *7 (W.D.

1 Wash. Mar. 26, 2001) (“A presumption of correctness is said to attach to a class
2 settlement reached in arms-length negotiations between experienced capable
3 counsel after meaningful discovery.”); *see also Pelletz v. Weyerhaeuser Co.*, 255
4 *F.R.D.* 537, 542–43 (W.D. Wash. 2009) (approving settlement “reached after good
5 faith, arms-length negotiations”); *In re Phenylpropanolamine (PPA) Prods. Liab.*
6 *Litig.*, 227 *F.R.D.* 553, 567 (W.D. Wash. 2004) (approving settlement “entered into
7 in good faith, following arms-length and non-collusive negotiations”); *In re*
8 *Omnivision Tech., Inc.*, 559 *F. Supp. 2d* 1036, 1043 (N.D. Cal. 2007) (quoting *Boyd*
9 *v. Bechtel Corp.*, 485 *F. Supp.* 610, 622 (N.D. Cal. 1979)) (“The recommendations
10 of plaintiffs’ counsel should be given a presumption of reasonableness.”).

11 Prior to the Settlement, Counsel spent a considerable amount of time engaging
12 in investigation into Defendants’ business practices and corporate structure, written
13 discovery, document review and analysis, and extensive motion practice, including
14 multiple contested dismissal and class certification motions. (ECF No. 127, ¶ 3;
15 ECF No. 145, ¶ 4); *See also Hanlon*, 150 *F.3d* at 1027 (no basis to disturb the
16 settlement, in the absence of any evidence suggesting that the settlement was
17 negotiated in haste or in the absence of information).

18 **2. The Settlement Agreement is fair, reasonable, and adequate.**

19 To assess the fairness of a settlement, courts in the Ninth Circuit look at the
20 strength of the plaintiffs’ case; the risk, expense, complexity, and likely duration of
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1 further litigation; the risk of maintaining class action status throughout the trial; the
2 amount offered in settlement; the extent of discovery completed and the state of the
3 proceedings; the experience and views of counsel; the presence of a governmental
4 participant; and the reaction of the class members to the proposed settlement. *In re*
5 *Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 944 (9th Cir. 2015).

6 **a. The Amount Offered in Settlement**

7 The Settlement Agreement required Defendants to pay up to \$2,500,000 based
8 on the total number of class members who chose to make a claim. (ECF No. 127,
9 ¶¶ 6, 7). In addition, Defendants agreed to pay for all class administration costs,
10 attorney's fees, and costs, up to a maximum amount set forth in the Settlement
11 Agreement. *Id.* at ¶¶ 8-10. Finally, Defendants agreed to make generous *cy pres*
12 donations to Northwest Justice Project and Family Promise, or other such charities
13 or nonprofits as the Court determines appropriate for unclaimed class funds. (ECF
14 No. 128, Ex. 1 at § 3.05). P&N will send settlement award checks in the amount of
15 \$21,86 each to all 8,290 Class members who submitted valid claim forms. (ECF
16 No. 127, ¶ 7; ECF No. 146, ¶ 16).

17 Class Counsel considered that Class members could have obtained a judgment
18 for more than the amount of the Settlement had the case proceeded to trial. The
19 Class may have been able to obtain statutory damages up to \$100.00, under
20 Washington's Residential Landlord Tenant Act. *See* RCW 59.18.257. However,
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1 the reduction from the maximum statutory damages reflects that the case was not
2 fully resolved on its merits and that there would have been a substantial delay in
3 obtaining payments if the case proceeded to trial.

4 In addition, “[i]t is well-settled law that a cash settlement amounting to only
5 a fraction of the potential recovery does not *per se* render the settlement inadequate
6 or unfair.” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th Cir. 2001)
7 (quoting *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 628 (9th Cir.
8 1982)) (approving a settlement estimated to be worth 16–50% of the plaintiffs’
9 estimated loss); *In re Omnivision Tech., Inc.*, 559 F. Supp. 2d at 1042 (approving
10 settlement amounting to nine percent of estimated total damages).

11 This litigation has also resulted a significant non-monetary benefit to the class.
12 Defendants are now providing all required tenant screening disclosures to their
13 prospective tenants. (ECF No. 145, ¶ 7).

14 **b. Fairness of Settlement in Light of Risks**

15 Plaintiffs believe in the strength of their case, but were aware that, as with any
16 lawsuit, they risked losing on the merits. Defendants consistently denied liability
17 for Plaintiffs’ claims and asserted ten (10) affirmative defenses. (ECF Nos. 46, 47,
18 48). Absent this settlement, Plaintiffs would have had several hurdles to clear before
19 resolution, including additional discovery, dispositive motions to be filed by both
20 parties, and ultimately trial and any appeal that followed. Additionally, class
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1 certification is never certain, as Defendants may seek to decertify the class at any
2 time through trial. Finally, the controlling statute at issue in this matter, RCW
3 59.18.257, provides for two-sided attorney fee-shifting. Although Plaintiffs were
4 confident in their action, such potential catastrophic personal financial risk is a
5 significant factor that must be considered. With the Settlement, Class members
6 avoid all of those risks and obstacles to recovery and will receive substantial benefits
7 in a timely fashion.

8 **c. Length and Expense of Continued Litigation**

9 Another factor in assessing the fairness of the proposed Settlement is the
10 complexity, expense, and likely duration of this lawsuit had settlement not been
11 achieved. *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d at 625. Litigation
12 would be lengthy and expensive if this action were to proceed. Although the parties
13 had completed some discovery at the time they reached agreement, extensive motion
14 work, including competing dispositive motions, remained. An appeal may have
15 further delayed collection of any judgment in favor of Settlement Class members.

16 The Settlement avoids these risks and provides immediate and certain relief.
17 Moreover, Defendants expressed every intention of continuing a spirited defense of
18 this action, absent a settlement. (ECF Nos. 34, 46, 47, 48, 53, 64, 94). Class Counsel
19 has a significant amount of experience in consumer individual and class actions,
20 including tenant-sided landlord tenant classes, and know from their own experience

1 that any case involving a class of consumers can, and often does, lead to costly
2 litigation that goes on for years. (ECF No. 56, ¶ 21; No. 127, ¶ 2; ECF No. 146, ¶
3 5). In contrast, the Settlement provides substantial relief to Settlement Class
4 members without delay.

5 **d. The Extent of Discovery Completed and the Stage of the**
6 **Proceedings**

7 Final approval is favored because substantial investigation and discovery
8 were completed prior to the Settlement. “A key inquiry is whether the parties had
9 enough information to make an informed decision about the strength of their cases
10 and the wisdom of settlement.” *Rinky Dink, Inc. v. World Bus. Lenders, LLC*, No.
11 C14-0268-JCC, 2016 WL 3087073, at *3 (W.D. Wash. May 31, 2016).

12 Class Counsel thoroughly analyzed the factual and legal issues involved in
13 this case. (ECF No. 127, ¶¶ 3-5; ECF No. 145, ¶ 6). This litigation involved
14 contested motions to dismiss, summary judgment, and class certification. (ECF Nos.
15 45, 53, 93, 96). Although work remained, Class Counsel was well-informed about
16 the strengths and weaknesses of their case at the time they entered mediation and the
17 time they settled the case. (ECF No. 145, ¶¶ 3-4). This factor favors final approval
18 of the Settlement.

19 **e. The Experience and Views of Counsel**

1 Where Class Counsel is qualified and well informed, their opinion that a
2 settlement is fair, reasonable, and adequate is entitled to significant weight. *See*
3 *Pelletz v. Weyerhaeuser Co.*, 255 F.R.D. at 543. Here, Class Counsel believes the
4 Settlement is fair, reasonable, adequate, and in the best interest of the Settlement
5 Class as a whole. (ECF No. 127, ¶ 5; ECF No. 145, ¶ 14).

6 **f. The Reaction of Settlement Class members**

7 A positive response to a settlement by the class further supports final approval.
8 *See Pelletz*, 255 F.R.D. at 543. Here, the reaction to the Settlement has been positive.
9 Of the 70,106 Settlement Class members who received notice, only two Settlement
10 Class members excluded themselves from the Settlement. (ECF No. 146, ¶¶ 13, 17)
11 Further, only two objections to the Settlement were received. (ECF No. 145, ¶ 8;
12 ECF No. 146, ¶ 18). One Settlement Class member primarily objected to the process
13 and form of the class notice given. (ECF No. 143). However, that Settlement Class
14 member received notice, and the method used in this case, although not perfect,
15 yielded results far superior to the benchmark and other campaigns. (ECF No. 146, ¶
16 18; ECF No. 145, ¶¶ 8, 9). A second objection was filed, for what appears to be the
17 erroneous concern that the Settlement Class member thought she would have to pay
18 Defendants in this matter. (ECF No. 142; ECF No. 145, ¶ 10). That misassumption
19 was corrected by Class Counsel, and thereafter, it was understood that she did not
20 intend to pursue her objection any further. (ECF No. 145, ¶ 10). No Settlement class
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1 member specifically objected to Class Counsel’s request for reasonable attorneys’
2 fees, costs, and service awards to the Class Representatives. (ECF Nos. 142, 143).
3 In addition, Class Counsel spoke with a number of Settlement Class Members who
4 positively responded to the settlement. (ECF No. 145, ¶ 12). The fact that only two
5 class members out of more than 70,000 who received notice opted out indicates
6 class-wide support for the settlement and weighs in favor of approval.

7 **g. The Presence of a Governmental Participant**

8 No governmental entity is a party to this action. However, in compliance with
9 the notice provision of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715,
10 Defendants provided notice of the settlement to the appropriate entities and will file
11 a statement of their compliance therewith with this Court prior to the fairness hearing
12 as instructed in this Court’s Preliminary Approval Order. (ECF No. 130, ¶ 6).
13 “Although CAFA does not create an affirmative duty for either state or federal
14 officials to take any action in response to class action settlement, CAFA presumes
15 that, once put on notice, either state or federal officials will raise any concerns that
16 they may have during the normal course of the class action settlement procedures.”
17 *Garner v. State Farm Auto Ins. Co.*, No. CV 08 1365 CW (EMC), 2010 WL
18 1687832, *14 (N.D. Cal. April 22, 2010). As it appears that no governmental entity
19 has objected to the Settlement, this factor favors approval. (ECF No. 145, ¶ 13).

20 **C. The Settlement Agreement Should Be Finally Approved.**
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1 In its August 13, 2020, Order, this Court certified this matter as a class action.
2 (ECF No. 96). Thereafter, this Court preliminarily approved the Class Settlement.
3 (ECF. No. 130, ¶ 1). For all the reasons set forth in Plaintiffs' preliminary approval
4 briefing, the supplemental briefing Plaintiffs provided in this brief and their Motion
5 for an Award of Fees, Costs, and Approval of Service Awards, and the Preliminary
6 Approval Order, the Court should finally approve the parties' Class Settlement.

7 **D. Class Counsel's Request for Fees, Costs, and Service Awards Should Be**
8 **Granted and P&N Should Proceed to Distribute the Settlement Fund in**
9 **Accordance with the Settlement Agreement.**

10 Not a single Settlement Class member specifically objected to Class
11 Counsel's request for reasonable attorneys' fees, costs, and service award to the
12 Class representatives. Class counsel spent approximately 500 hours litigating this
13 case. (ECF Nos. 138-1, 139, ¶ 15). Class Counsel are requesting an award of
14 \$625,000 in combined costs and fees, which is at the Ninth Circuit's 25 percent
15 benchmark of the common fund. (ECF No. 137). As a lodestar cross-check, Class
16 Counsel is requesting their lodestar fees, with a 2.89 multiplier, which is less than
17 the Ninth Circuit's 4x benchmark. (ECF No. 137, p. 15-16).

18 Accordingly, Class Counsel respectfully requests that the Court find their
19 attorney fee request reasonable, and award Class Counsel (1) their requested
20 \$625,000 in combined attorney's fees and costs; and (2) award \$2,500 each to

1 Plaintiff Representatives Curry and Daley for the service they provided to the
2 Settlement Class by stepping forward to bring this case despite the risks involved
3 with doing so; and (3) direct P&N to distribute the Settlement Fund as set forth in
4 the Settlement Agreement.

5 **IV. CONCLUSION**

6 For all of the foregoing reasons, Plaintiffs respectfully request that the Court
7 enter an Order (A) determining that adequate notice was provided to the Settlement
8 Class; (B) determining the Settlement was fair, reasonable, and (C) finally approving
9 the Settlement Agreement; and (D) granting Class Counsel \$625,000 in combined
10 attorneys' fees and costs, approving a service award of \$2,500 to each to the two
11 Class Representatives, and directing P&N to distribute the Settlement Fund in
12 accordance with the parties' Settlement Agreement.

13 RESPECTFULLY SUBMITTED this 18th day of October, 2021.

14 KIRK D. MILLER, P.S.

15 *s/ Kirk D. Miller*

16 Kirk D. Miller, WSBA #40025

17 CAMERON SUTHERLAND, PLLC

18 *s/ Shayne Sutherland*

19 Shayne J. Sutherland, WSBA #44593

Brian G. Cameron, WSBA #44905

20 *Attorneys for Plaintiffs/Class
Representatives*

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CM/ECF CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of October, 2021, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following:

- | | |
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s/ Teri A. Brown
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