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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
SPOKANE DIVISION

HEATHER MILLER,

Plaintiff,

v.

DAVISON DESIGN & DEVELOPMENT, INC.,

Defendant.

Case No. 2:25-cv-00459-RLP

PLAINTIFF'S MOTION FOR ATTORNEYS' FEES

9/28/2026
Without Oral Argument

I. INTRODUCTION

Plaintiff respectfully requests that the Court award to Class Counsel $10,000 in attorneys' fees—one-third of the $30,000 non-reversionary Settlement Fund obtained for the Class. The requested fee is eminently reasonable in light of the substantial benefit secured for approximately 480 Class Members, the significant

risks of continued litigation, and the time, skill, and resources Class Counsel devoted to achieving that result.

The Settlement provides meaningful recovery in a case involving inherently modest individual damages, where the practical value of pursuing claims individually would be limited. And the compromise was reached only after Class Counsel developed this matter for well over a year, entirely on a contingent basis and at the risk of recovering nothing. Continued litigation would have required substantial discovery, motion practice, class-certification proceedings, and potentially trial and appeal, all against a Defendant represented by skilled counsel.

The requested fee is also modest when measured against the work performed. Class Counsel is a small firm that devoted substantial attorney time and resources to this matter while forgoing other opportunities. Counsel brought substantial experience in CEMA, TCPA, and consumer-protection litigation to bear in securing the Settlement. And the lodestar cross-check further confirms the reasonableness of the request: the requested fee represents only 0.11x Class Counsel's lodestar (a "negative" lodestar multiplier), meaning that Class Counsel seeks far less than the value of the time actually spent on the matter.

As detailed below, the requested fee fairly compensates Class Counsel for assuming the risks of this litigation and obtaining a meaningful recovery for the Class, while remaining well within the range of fees courts have approved in

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comparable class actions. The Court therefore should approve the requested $10,000 award.

II. LEGAL STANDARD

The Supreme Court "has recognized consistently that a litigant or lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). In the Ninth Circuit, district courts have discretion to award attorneys' fees as a percentage of the common fund. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002); *see also, e.g.*, *In re Coordinated Pretrial Proceedings in Petroleum Prods. Antitrust Litig.*, 109 F.3d 602, 607 (9th Cir. 1997) ("Reasonableness is the goal, and mechanical or formulaic application of either method, where it yields an unreasonable result, can be an abuse of discretion.").

And courts regularly employ that percentage-of-recovery method where, as here, the settlement creates a common fund with a monetary value that is easily quantifiable. *See In re Bluetooth Headset Prods. Liab. Litig*., 654 F.3d 935, 942 (9th Cir. 2011); *see also, e.g.*, *Couser v. Comenity Bank*, 125 F. Supp. 3d 1034, 1046 (S.D. Cal. 2015) ("Because this Settlement has produced a common fund for the benefit of the entire class, the Court elects to award fees under the percentage-of-recovery method.").

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While the Ninth Circuit benchmark for percentage-of-recovery awards is 25% of the total settlement, this amount can be adjusted upward depending on (1) the result obtained; (2) the risk involved in the litigation; (3) the contingent nature of the fee; (4) counsel's efforts, experience, and skill; and (5) awards in similar cases. *See Vizcaino*, 290 F.3d at 1048-50; *Six Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990) ("The benchmark percentage should be adjusted, or replaced by a lodestar calculation, when special circumstances indicate that the percentage recovery would be either too small or too large in light of the hours devoted to the case or other relevant factors.").

As detailed in Section III.F below, in this Circuit, fee awards of 33.3% are "typical" in settlements below $10 million.

III. ARGUMENT

The Settlement in this matter achieves an excellent result for the Class, and the *Vizcaino* factors support an attorneys' fee award of 33.3% of the Common Fund. For all of the reasons detailed below, the Court should approve the requested fee in this matter.

A. CLASS COUNSEL OBTAINED AN EXCELLENT RESULT FOR THE CLASS

"The touchstone for determining the reasonableness of attorneys' fees in a class action is the benefit to the class." *Lowery v. Rhapsody Int'l*, 75 F.4th 985, 988 (9th Cir. 2023). Here, the Settlement provides the Class with a substantial and

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meaningful recovery. The $30,000 non-reversionary Settlement Fund represents $62.50 for each of the approximately 480 potential Settlement Class Members, before deduction of attorneys' fees. That recovery is consistent with—and in many instances exceeds—the recoveries approved in numerous analogous TCPA class actions.

First, on a per-potential settlement class member basis, the Settlement surpasses those approved by other courts in comparable TCPA settlements, including, *e.g.*, $46.98 in *Steinfeld v. Discover Financial Services*, No. C-12-01118, ECF No. 96 ¶ 6 (N.D. Cal. Mar. 10, 2014); $40 in *Estrada v. iYogi, Inc.*, No. 2:13-cv-01989 WBS CKD, 2015 WL 5895942, at *7 (E.D. Cal. Oct. 6, 2015); approximately $7 in *Williams v. Bluestem Brands, Inc.*, No. 17-1971, 2019 WL 1450090, at *2 n.2 (M.D. Fla. Apr. 2, 2019); $4.65 in *Prather v. Wells Fargo Bank, N.A.*, No. 15-4231, ECF No. 47-1 at p. 17 (N.D. Ga. Aug. 16 2017); between $3 and $5 in *James v. JPMorgan Chase Bank, N.A.*, No. 8:15-cv-02424, 2016 WL 6908118 (M.D. Fla. Nov. 22, 2016); $4.75 in *Cross v. Wells Fargo Bank, N.A.*, No. 15-cv-1270, ECF No. 45-1 at p. 19 (N.D. Ga. Aug. 11, 2016); and $2.95 in *Wilkins v. HSBC Bank Nevada, N.A.*, No. 1:14-cv-190, 2015 WL 890566, at *3 (N.D. Ill. Feb. 27, 2015).

The Settlement also compares favorably when viewed in terms of the recovery likely to be received by participating claimants. Historical data compiled

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by the Federal Trade Commission demonstrate that claims rates in consumer class actions vary considerably, but the median claims rate was 9% and the weighted mean was 4% among the cases in the FTC's sample that required a claims process. *See Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns*, FEDERAL TRADE COMMISSION (Sept. 2019), at p.11, https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class_action_fairness_report_0.pdf ("Across all cases in our sample requiring a claims process, the median calculated claims rate was 9%, and the weighted mean (*i.e.*, cases weighted by the number of notice recipients) was 4%.").

Those data provide useful historical context for evaluating the likely distribution in this case. Applying the range informed by those historical figures, the Settlement could result in approximately 19-43 participating claimants. Even after accounting for the requested attorneys' fees[1], the resulting payment to each approved claimant is expected to be approximately $465–$1053. That range would exceed approved TCPA settlements in which participating claimants received approximately $52.50 in *Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 228

[1] Plaintiff seeks no reimbursement for litigation expenses and no service award, and Defendant is bearing the notice and administration costs.

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(N.D. Ill. 2016); $33.20 in *Hashw v. Department Stores National Bank*, 182 F. Supp. 3d 935, 947 (D. Minn. 2016); $40 in *Adams v. AllianceOne Receivables*, No. 3:08-cv-00248-JAH-WVG, ECF Nos. 116 at 12 (S.D. Cal. July 30, 2012), 137 (S.D. Cal. Sept. 28, 2012); approximately $45 in *Wright v. Nationstar Mortgage LLC*, No. 14-10457, 2016 WL 4505169, at *8 (N.D. Ill. Aug. 29, 2016); approximately $13.75 in *Couser v. Comenity Bank*, 125 F. Supp. 3d 1034, 1044 (S.D. Cal. 2015); and between $20 and $40 in *Rose v. Bank of America Corporation*, Nos. 11-2390, 12-4009, 2014 WL 4273358, at *10 (N.D. Cal. Aug. 29, 2014).

And the monetary relief provided to class members is particularly meaningful here, where both the Class and the Defendant are relatively small and the modest statutory damages available to an individual CEMA claimant do not provide sufficient incentive to pursue an individual action. Indeed, courts have acknowledged that the relatively small recovery available to individual TCPA plaintiffs weighs in favor of class treatment because individual class members otherwise may have little economic incentive to prosecute their claims. *See, e.g.*, *Palm Beach Golf Center-Boca, Inc. v. Sarris*, 311 F.R.D. 688, 699 (S.D. Fla. 2015); *St. Louis Heart Ctr., Inc. v. Vein Ctrs. for Excellence, Inc.*, No. 12-174, 2013 WL 6498245, at *11 (E.D. Mo. Dec. 11, 2013); *Siding & Insulation Co. v. Beachwood Hair Clinic, Inc.*, 279 F.R.D. 442, 446 (N.D. Ohio 2012).

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In sum, the Settlement provides each potential Settlement Class Member with a $62.50 gross recovery benchmark, and participating claimants are likely to receive a materially larger payment. The recovery therefore is objectively strong when compared with recoveries approved in analogous class actions and provides a meaningful benefit that individual Class Members would have had little practical incentive to pursue on their own. The strength of this result weighs in favor of awarding Class Counsel the requested one-third of the Settlement Fund.

B. THE RISKS ATTENDANT TO FURTHER LITIGATION ARE SUBSTANTIAL

"The risk that further litigation might result in Plaintiffs not recovering at all, particularly a case involving complicated legal issues, is a significant factor in the award of fees." *In re Omnivision Techs.*, 559 F. Supp. 2d 1036, 1046-47 (N.D. Cal. 2008); *see also Vizcaino*, 290 F.3d at 1048 ("Risk is a relevant circumstance."). Here, Class Counsel obtained the Settlement against a backdrop of substantial uncertainty concerning both liability and the ultimate recovery that continued litigation might yield.

Absent settlement, the parties faced significant additional litigation. The case would have progressed into fact discovery, including individual and class discovery and depositions, and then expert discovery, followed by contested class-certification and dispositive-motion proceedings. Any adverse ruling could have eliminated or materially reduced the Class's recovery, while even favorable rulings

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would likely have been followed by further motion practice, trial, and potential appellate proceedings. The resulting expense and delay would have been borne by Class Counsel on a wholly contingent basis, with no guarantee that the Class would ultimately recover anything.

Those risks were particularly acute here. Davison almost certainly would continue to dispute liability, raise arguments about individualized inquiries into Class Members, and challenge the certifiability of the Class. Those issues create meaningful uncertainty as to whether the Class would prevail and, if so, what recovery might ultimately be obtained. The Settlement eliminated those risks and provided the Class with a certain, immediate, and non-reversionary recovery.

Courts emphasize that the avoidance of such risks is an important factor in determining a fee award. *See, e.g.*, *Gutierrez Rodriguez v. RM Galicia, Inc.*, No. 16-CV-00182-H-BLM, 2018 WL 1470198, at *7 (S.D. Cal. Mar. 26, 2018) (finding substantial risks of continued litigation supported an upward departure where class counsel litigated on a contingency basis and would receive no compensation absent a recovery); *Spears v. First Am. Eappraiseit*, No. 08-CV-00868-RMW, 2015 WL 1906126, at *2 (N.D. Cal. Apr. 27, 2015) (awarding 35% of the net settlement fund where class counsel faced significant novel legal issues).

The Settlement thus not only provided monetary benefit, but also converted a potentially lengthy and uncertain litigation process into a guaranteed recovery for

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the Class. In view of the substantial risks of continued litigation, the certainty of the outcome achieved, and the contingent basis on which Class Counsel pursued the case, this factor weighs strongly in favor of the requested fee.

C. CLASS COUNSEL ASSUMED SIGNIFICANT RISK BY LITIGATING ON A CONTINGENT BASIS

Because of the significant risks associated with litigation on a contingency fee basis, courts recognize that counsel's contingency work favors a meaningful fee award. *See, e.g.*, *Clark v. City of L.A.*, 803 F.2d 987, 991 (9th Cir. 1986) ("The risk and delay involved in contingent fee arrangements have long been seen as justifications for the relatively large fees often resulting in contingency cases."); *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d at 1047 ("[T]he importance of assuring adequate representation for plaintiffs who could not otherwise afford competent attorneys justifies providing those attorneys who do accept matters on a contingent-fee basis a larger fee than if they were billing by the hour or on a flat fee."); *In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2018 WL 3960068, at *14 (N.D. Cal. Aug. 17, 2018) (noting financial risk assumed by class counsel in contingent litigation against well-represented defendants).

Here, Class Counsel undertook this action entirely on a contingent basis, with no assurance of compensation for the time and resources devoted to the case. *See* Alvord Decl. ¶¶ 5, 18-22. Class Counsel therefore bore the risk that their investment in the litigation would yield no recovery and no compensation.

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And that investment was substantial. Class Counsel were required to investigate and initiate the claims, evaluate the evidence, assist in devising an expert methodology, and negotiate a resolution while advancing litigation expenses and receiving no interim payment. *Id*. They also faced the risks inherent in all class litigation: the possibility that the claims would not survive further litigation, that a class would not be certified, or that the litigation ultimately would produce no recovery for the Class.

The contingent nature of the representation also carried concrete opportunity cost. Class Counsel is a small firm, and the attorneys who devoted their time to this matter necessarily had less capacity to work on other cases. *See* Alvord Decl. ¶¶ 3-4, 15. Courts point specifically to the burden of forgoing other work when evaluating a class counsel fee. *See In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 955 (9th Cir. 2015); *see also, e.g., Koenig v. Lime Crime, Inc.*, No. CV 16-503 PSG (JEMx), 2018 WL 11358228, at *7 (C.D. Cal. Apr. 2, 2018) (holding that "an upward departure from the 25 percent benchmark [is] reasonable in light of the results achieved, the risks of litigation, the contingent nature of the fee, and the financial burden carried by Class Counsel," and "approv[ing] an award of 38 percent of the common fund"); *Slipchenko v. Brunel Energy, Inc.*, No. CIV.A. H-11-1465, 2015 WL 338358, at *21 (S.D. Tex. Jan. 23, 2015) (recognizing that

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accepting a class action necessarily limited counsel's ability to work on other matters).

Here those risks were exacerbated by the quality of the opposition. Class Counsel secured the Settlement notwithstanding Davison's representation by experienced defense counsel. And the quality and skill of opposing counsel is relevant to the skill and effort required of class counsel. *See Destefano v. Zynga, Inc.*, No. 12-cv-04007-JSC, 2016 WL 537946, at *17 (N.D. Cal. Feb. 11, 2016); *Lofton v. Verizon Wireless (VAW) LLC*, No. C 13-05665 YGR, 2016 WL 7985253, at *1 (N.D. Cal. May 27, 2016).

These considerations support the requested one-third fee. Class Counsel accepted the possibility of receiving nothing, committed scarce firm resources to the investigation and litigation of the claims, bore the costs and risks of the action, and obtained a meaningful recovery despite capable opposition. Those circumstances support compensating Class Counsel for assuming the risks that made this recovery possible.

D. CLASS COUNSEL LEVERAGED THEIR EXTENSIVE EXPERIENCE AND SKILL TO SECURE THE SETTLEMENT

Class Counsel's experience in CEMA, TCPA, and consumer-protection litigation materially contributed to the recovery obtained for the Class. To wit, Class Counsel have extensive experience investigating, litigating, and resolving CEMA and other consumer class actions and have served as class counsel in

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comparable matters. *See* Alvord Decl. ¶¶ 6, 9-14. Class Counsel have also repeatedly litigated similar matters at the appellate level, experience that informed their assessment of the legal and factual issues presented here. *See id*.

Class Counsel applied their extensive experience throughout this matter to identify and develop the claims, engage with the expert witness, evaluate the evidence, assess the strengths and weaknesses of the parties' respective positions, and negotiate a resolution that provided a meaningful, non-reversionary recovery for the Class. *See id.* ¶¶ 18-22. Counsel's familiarity with CEMA litigation also enabled them to efficiently identify the issues most likely to affect the value and viability of the Class's claims and to focus the parties' efforts accordingly. *See id.* ¶¶ 6, 9-14.

The result reflects that skill and experience. Class Counsel secured a $30,000 non-reversionary Settlement Fund for approximately 480 class members, despite the risks inherent in continued litigation and Davison's representation by experienced defense counsel. The recovery was achieved without requiring the Class to bear any expense, and while avoiding the uncertainties of protracted litigation.

Courts find the skill and experience of class counsel relevant to the reasonableness of a fee award, particularly where counsel's specialized experience permits them to efficiently prosecute complex litigation and obtain a favorable

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result. *See, e.g.*, *Vizcaino*, 290 F.3d at 1048 (considering the "quality of representation" in assessing a fee); *Destefano v. Zynga, Inc.*, No. 12-cv-04007-JSC, 2016 WL 537946, at *17 (N.D. Cal. Feb. 11, 2016) (recognizing the relevance of the quality and skill of class counsel and opposing counsel).

Class Counsel's experience therefore supports the requested fee, particularly when considered together with the contingent risk, time, and effort devoted to the case, the result achieved, and the lodestar cross-check discussed in Section III.F below.

E. THE REQUESTED ONE-THIRD FEE ALIGNS WITH AWARDS IN COMPARABLE CLASS ACTIONS

The requested one-third fee is consistent with fee awards approved in comparable class actions within the Ninth Circuit. District courts in this Circuit have held that, particularly in cases involving relatively small settlement funds, fee awards may appropriately exceed the 25% benchmark. *See, e.g.*, *Alvarez v. Farmers Ins. Exch.*, No. 3:14-cv-574-WHO, 2017 WL 2214585, at *3 (N.D. Cal. Jan. 18, 2017) (collecting cases); *Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1127 (C.D. Cal. 2008) (observing that settlements under $10 million will "often result in fees above 25%") (cleaned up).

More specifically, courts routinely hold that 33.3% is the appropriate fee percentage for settlements of this size. *See Williams v. PillPack LLC*, No. 3:19-CV-05282-DGE, 2025 WL 1149710, at *3 (W.D. Wash. Apr. 18, 2025) (collecting

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cases and observing that "fee awards of approximately 33⅓% are typical for settlements up to $10 million"); *see also In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming fee award of approximately 33% of recovery); *Morris v. Lifescan, Inc.*, 54 F. App'x 663, 664 (9th Cir. 2003) (same); *accord Watson v. Manhattan Luxury Auto.s, Inc.*, No. 20 CIV. 4572 (LGS), 2026 WL 2267941, at *4 (S.D.N.Y. Aug. 6, 2026), *judgment entered sub nom. Watson v. Manhattan Luxury Autos d/b/a Lexus of Manhattan*, No. 20 CIVIL 4572 (LGS), 2026 WL 2350031 (S.D.N.Y. Aug. 13, 2026) (approving attorney fee request of 58.8% of settlement fund and noting for "approximately sixty-nine class actions with recovery below $1.1 million between 1993 and 2009, the mean fee percentage as a percentage of the total settlement fund was 37.9%, and the median was 32.3%.") (citing Theodore Eisenberg & Geoffrey P. Miller, *Attorney Fees and Expenses in Class Action Settlements: 1993-2008*, 7 J. Empirical Legal Stud. 248, 264-65 & tbl. 7 (2010)).

The requested one-third award is particularly reasonable here because the Settlement Fund is $30,000, meaning the award reasonably compensates for the substantial work, risk, and resources Class Counsel devoted to obtaining the recovery. As discussed above, Class Counsel litigated this case on a wholly contingent basis, assumed the risk of recovering nothing, and obtained an objectively strong result for the Class.

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Further, as detailed below, the requested one-third fee is independently supported by the lodestar cross-check. Class Counsel's lodestar of $92,532.50 yields a multiplier of only 0.11 against the requested $10,000 fee. Thus, the requested percentage does not result in an inflated fee, but rather represents only about 11% of the value of the time Class Counsel actually devoted to the litigation at their ordinary rates. *See* Alvord Decl. ¶¶ 24-28.

Thus, the requested fee is neither unusual nor excessive. A one-third award falls squarely within the range of percentage-based fees courts in this Circuit have approved in comparable class actions and is reasonable in light of the results achieved, the risks assumed, and the work performed by Class Counsel.

F. A LODESTAR CROSS-CHECK SUPPORTS THE FEE REQUEST

While not required, a lodestar cross-check strongly supports the requested fee. *See Farrell v. Bank of Am.*, 827 F. App'x 628, 630 (9th Cir. 2020) ("This Court has consistently refused to adopt a crosscheck requirement, and we do so once more."); *Vizcaino*, 290 F.3d at 1050 & n.5 (when the "primary basis of the fee award remains the percentage method," a lodestar analysis "may" be useful but is "merely a cross check").

Courts calculate the lodestar by first multiplying the number of hours reasonably expended by a reasonable hourly rate, *Johnson v. MGM Holdings, Inc.*, 943 F.3d 1239, 1242 (9th Cir. 2019), and then considering adjustments to the

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lodestar to account for several factors, such as the benefit obtained for the class, risk of nonpayment, complexity and novelty of the issues presented, and awards in similar cases. *In re Bluetooth*, 654 F.3d at 941-42. Moreover, a lodestar multiplier below 1.0 strongly supports the reasonableness of a requested fee. *See DiMercurio v. Equilon Enters. LLC*, No. 3:19-cv-04029-JSC, 2024 WL 2113857, at *10 ("[a] negative multiple strongly suggests the reasonableness of a negotiated fee.").

First, Class Counsel's hourly rates of $450 for attorneys and $125 for law clerks are reasonable. Courts determine reasonable hourly rates by reference to the prevailing market rates in the forum. *See Gonzalez v. City of Maywood*, 729 F.3d 1196, 1205 (9th Cir. 2013). Here, the rates used in Class Counsel's lodestar are below those deemed reasonable by courts in this District. *See, e.g., Loomer v. Vaagen Bros. Lumber Inc.*, No 2:24-cv-00206-TOR, ECF No. 31 (E.D. Wash. Dec. 10, 2025) (approving 33% attorneys' fees where attorneys' rates ranged from $550-575); *Morris v. FPI Mgmt., Inc.*, No. 2:19-CV-0128-TOR, 2022 WL 3013076, at *6 (E.D. Wash. Feb. 3, 2022) (finding rates ranging from $150 for paralegals to $525 for senior partners commensurate with prevailing market rates); *Red Lion Hotels Franchising, Inc. v. Gillespie*, No. 20-CV-151, 2020 WL 6092102, at *5 (E.D. Wash. Oct. 15, 2020) (finding hourly rates for partners between $483 and $508, for associates between $272 and $439, and for paralegals between $147 and $148 to be reasonable).

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Here, as of August 21, 2026, Class Counsel had devoted a total of 222.6 hours to investigating, litigating, and resolving this action, resulting in a lodestar of $92,532.50. *See* Alvord Decl. ¶¶ 24-28. That lodestar reflects hourly rates of $450 for attorneys and $125 for law clerks—below the rates approved in this District. The requested $10,000 fee therefore represents a 0.11x multiplier of Class Counsel's lodestar. In other words, the requested fee compensates Class Counsel for only approximately 10.8% of the value of the time they worked on this matter at their ordinary hourly rates.

Thus, the lodestar cross-check strongly supports the requested attorneys' fees here.

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IV. CONCLUSION

Class Counsel undertook this litigation entirely on contingency, invested substantial time and resources, and achieved a meaningful, non-reversionary recovery for the Class. The requested one-third fee is consistent with awards in comparable cases, reflects the risks and demands of investigating and prosecuting this action, and is independently supported by a lodestar cross-check showing that Class Counsel seek far less than the value of the time they reasonably devoted to the case.

For these reasons, Plaintiff respectfully requests that the Court award Class Counsel $10,000 in attorneys' fees, representing one-third of the $30,000 Common Fund.

Dated: August 28, 2026

Respectfully submitted,

/s/ *Thomas Alvord*

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CERTIFICATE OF SERVICE

I hereby certify that on August 28, 2026, I electronically filed the foregoing using the CM/ECF system which will send notification of such filing to all counsel of record who are registered users of the ECF system.

Dated: August 28, 2026

/s/ Thomas Alvord
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UNITED STATES DISTRICT COURT
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Defendant.

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[PROPOSED] ORDER

Before the Court is Plaintiff Heather Miller's Motion for Attorneys' Fees. Having reviewed the briefing, the Court finds the motion is supported with good cause.

IT IS HEREBY ORDERED that the Motion is **GRANTED**.

Accordingly, Class Counsel is awarded $10,000 in attorneys' fees, representing one-third of the $30,000 Common Fund.

IT IS SO ORDERED.

Dated this _____ day of _____, 2026.

_____
THE HONORABLE REBECCA L. PENNELL
UNITED STATES DISTRICT JUDGE