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THE HONORABLE DIANA L. KIESEL  
Department 7

Noted for Hearing: February 13, 2026, 9:00 a.m.  
*With Oral Argument*

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

BRIAN BRUTON, CHRISTOPHER HORNE, and  
TRAVIS THORPE, individually and on behalf of  
others similarly situated,

Plaintiffs,

v.

LINDE GAS & EQUIPMENT, INC., a Delaware  
corporation, and EARNEST CORNWELL,  
individually and on behalf of the marital  
community of J. DOE CORNWELL,

Defendants.

NO. 24-2-08098-3

**PLAINTIFFS' UNOPPOSED MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND ATTORNEYS' FEES  
AND COSTS**

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1 I. INTRODUCTION

2 Plaintiffs Brian Bruton, Christopher Horne, and Travis Thorpe respectfully ask the Court  
3 to grant final approval of the class action settlement they reached with Defendant Linde Gas &  
4 Equipment, Inc. ("Linde Gas"). The settlement, if approved, will result in Linde Gas making two  
5 separate Settlement Payments totaling \$437,000 to resolve Plaintiffs' classwide claims,  
6 including alleged violations of Washington's Minimum Wage Act, Industrial Welfare Act, and  
7 Wage Rebate Act and Seattle's Wage Theft Ordinance. One payment will be in the amount of  
8 \$247,000 and will go into the Gross Settlement Class Fund to pay notice and administration  
9 costs, service awards to Plaintiffs, and all Settlement Awards to the 34 Participating Settlement  
10 Class Members.<sup>1</sup> The other payment will be in the amount of \$190,000 and will fund the  
11 Attorneys' Fees and Costs Award to Settlement Class Counsel as requested herein.

12 The proposed settlement is a favorable result for Settlement Class Members, is fair,  
13 reasonable, and adequate under the applicable standards, and warrants approval. Accordingly,  
14 Plaintiffs respectfully ask the Court to: (1) approve the Settlement Agreement as fair,  
15 reasonable, and adequate; (2) determine that adequate notice was provided to Settlement  
16 Class Members; (3) approve the requested Settlement Class Representative Service Awards of  
17 \$5,000 to each Plaintiff; (4) approve settlement administration costs of up to \$8,500; (5) award  
18 \$190,000 in attorneys' fees and costs; and (6) dismiss this action with prejudice.<sup>2</sup>

19 II. STATEMENT OF FACTS

20 Plaintiffs filed this lawsuit against Linde Gas on May 20, 2024, and amended their  
21 complaint on June 17, 2024, to join Linde Gas's former distribution supervisor Earnest Cornwell  
22 as a Defendant.<sup>3</sup> In their amended complaint, Plaintiffs allege Defendants engaged in a  
23 systematic scheme of wage and hour abuses, including failure to provide drivers rest and meal

24 <sup>1</sup> Unless otherwise noted, capitalized terms have the definitions given to them in the Settlement Agreement ("SA")  
25 attached as **Exhibit 1** to the Declaration of Eric R. Nusser ("Nusser Decl.").

26 <sup>2</sup> Counsel for Linde Gas have reviewed this motion and do not oppose it for purposes of facilitating the proposed  
settlement. Nusser Decl. ¶ 9.

27 <sup>3</sup> Mr. Cornwell has not responded to Plaintiffs' complaint or otherwise appeared in this litigation, did not  
participate in mediation, and is not a party to the Settlement Agreement. Nusser Decl. ¶ 10. Nonetheless, claims  
against Mr. Cornwell will be released by the Agreement. See SA § III.

breaks to which they are entitled; failure to pay drivers for all hours worked; failure to pay overtime wages to drivers when they work more than forty hours in a workweek; and requiring drivers to use personal cell phones for work-related communications and activities without reimbursement, which is akin to a de facto wage deduction or rebate. See First Amended Class Action Complaint (“FAC”) ¶¶ 5.1-26, 6.1-13.6 (June 17, 2024).

In September 2024, the parties agreed to explore early resolution through mediation. Between January and April 2025, Linde Gas produced documents to aid the parties at mediation, including a class list, policy documents, personnel records, and Excel spreadsheets containing more than 250,000 rows of data pertaining to drivers’ timekeeping and payroll records and Department of Transportation logs. Nusser Decl. ¶ 11.

In March 2025, a former Linde Gas sales staff employee contacted Settlement Class Counsel, claiming to have worked at the same Tacoma location as the drivers and claiming to have suffered the same rest and meal break, off-the-clock, and overtime violations as drivers. Upon investigation, Settlement Class Counsel determined that the drivers’ and sales staff’s injuries arose from a common nucleus of facts. Settlement Class Counsel alerted Linde Gas’s counsel, who agreed to postpone mediation to investigate the new allegations. In May and June, Linde Gas produced timekeeping and payroll data for the sales staff, which Settlement Class Counsel integrated into the damages model they had created for the drivers. *Id.* ¶¶ 12-13.

On June 17, the parties participated in a full-day mediation with experienced mediator Steve Festor, but the parties did not reach agreement that day. Settlement discussions continued for several days before the parties agreed on key terms, which were memorialized in a CR 2A Agreement executed on June 27. Over the next several weeks, the parties engaged in arm’s-length negotiations on the terms of the full-length Settlement Agreement, which was executed on September 8. *Id.* ¶ 14; see also Ex. 1.

On September 19, Plaintiffs filed their Unopposed Motion for Preliminary Approval, which the Court granted on October 10 and ordered that notice be sent to the Settlement

1 Class. See Agreed Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of  
2 Class Action Settlement (Oct. 10, 2025).

3 On November 20, Settlement Administrator Simpluris mailed and emailed to Settlement  
4 Class Members the Court-approved notice, containing individualized estimated award amounts;  
5 information regarding the settlement and requests for attorneys' fees and costs, administration  
6 expenses, and service awards; and instructions on how to opt out or object. Declaration of Alina  
7 Islas ("Islas Decl.") ¶¶ 5-8, Ex. A. To date, no Settlement Class Members have opted out or  
8 objected to the settlement. *Id.* ¶¶ 11-12.

### 9 III. STATEMENT OF ISSUES

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

### 12 IV. EVIDENCE RELIED UPON

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

### 15 V. ARGUMENT AND AUTHORITY

16 **A. The settlement is fair, adequate, and reasonable, and the relevant criteria favor**  
17 **approval.**

18 When considering final approval of a class action settlement, a court determines  
19 whether the settlement is "fair, adequate, and reasonable." *Pickett v. Holland Am. Line-*  
20 *Westours, Inc.*, 145 Wn.2d 178, 188, 35 P.3d 351 (2001) (quoting *Torrissi v. Tucson Elec. Power*  
21 *Co.*, 8 F.3d 1370, 1375 (9th Cir. 1993)). This is a "largely unintrusive inquiry." *Id.* at 189.  
22 Although the Court possesses some discretion in determining whether to approve a settlement,  
23 the court's intrusion upon what is otherwise a private consensual  
24 agreement negotiated between the parties to a lawsuit must be  
25 limited to the extent necessary to reach a reasoned judgment that  
26 the agreement is not the product of fraud or overreaching by, or  
27 collusion between, the negotiating parties, and that the  
settlement, taken as a whole, is fair, reasonable and adequate to  
all concerned.

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

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

13 1. Plaintiffs’ likelihood of success supports final approval.

14 The existence of risk and uncertainty to Plaintiffs and the Settlement Class “weighs  
15 heavily in favor of a finding that the settlement was fair, adequate, and reasonable.” *See*  
16 *Pickett*, 145 Wn.2d at 192. In the absence of a settlement, Settlement Class Members would  
17 have faced significant hurdles to relief. Throughout this litigation, Linde Gas has denied any  
18 wrongdoing, liability, and damages based on the claims alleged. Linde Gas has also maintained  
19 that its practices comply with Washington and Seattle law and that Settlement Class Members  
20 have not been subjected to unlawful treatment. If Linde Gas were able to succeed on these  
21 defenses, Settlement Class Members would recover nothing.

22 Furthermore, there is a risk of loss inherent in any trial. If Linde Gas were able to  
23 convince this Court that Plaintiffs’ allegations were overstated or unfounded, Linde Gas could  
24 effectively reduce or eliminate the Settlement Class’s recoverable damages. Even if the Court  
25 agreed Linde Gas was liable, it could have rejected Plaintiffs’ assumptions regarding damages  
26 calculations, significantly limiting recovery. Plaintiffs also considered the risk that this Court  
27 could deny class certification. At the time the parties reached a settlement, Plaintiffs had yet to



1 move for class certification. Throughout the case, Linde Gas vigorously argued class certification  
2 was inappropriate and even produced records that persuaded Plaintiffs to limit the Settlement  
3 Class to only drivers and sales staff who were dispatched from or worked at the company's  
4 Tacoma location. If Linde Gas was successful at defeating class certification entirely, it would  
5 leave only the named Plaintiffs to pursue individual claims, providing no recovery to the rest of  
6 the Settlement Class. Other drivers or sales staff who wanted to sue Linde Gas would then face  
7 the daunting prospect of doing so on their own.

8 If Plaintiffs obtained class certification and proved liability and damages, any recovery  
9 could have been delayed for years by an appeal, and an appellate court could ultimately  
10 reverse any favorable ruling obtained at the trial court. *See Cooper v. AlSCO*, 186 Wn.2d 357,  
11 370-71 (2016) (reversing summary judgment in favor of class of drivers who asserted wage  
12 claims and remanding for entry of judgment in favor of employer).

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

15 2. The settlement terms and conditions support final approval.

16 Subject to Court approval, Linde Gas has agreed to pay \$247,000 to the Settlement Class  
17 to create the Gross Settlement Class Fund, which will be used to pay notice and administration  
18 costs, service awards to Plaintiffs, and all Settlement Awards to Participating Settlement Class  
19 Members. If the Court approves the proposed allocations, the 34 Participating Settlement Class  
20 Members—assuming no opt-outs—will share in a net fund of at least \$223,500. Nusser Decl. ¶  
21 16. The average estimated award will be more than \$6,573, and Participating Settlement Class  
22 Members who worked longer periods at Defendant's location in Tacoma, Washington, will  
23 receive higher awards. *Id.* Eight Participating Settlement Class Members (nearly a quarter of the  
24 Settlement Class) will receive awards of more than \$10,000 each, and the highest award will be  
25 at least \$12,805. *Id.* If any Settlement Class Members opt out, their share of the settlement will  
26 be distributed proportionately among those who choose to participate. *Id.* Based on the risks in  
27 this case, these payments represent a strong result for Settlement Class Members.

1 In assessing the fairness of a class action settlement, courts also examine whether there  
2 is equitable treatment “between class members.” *Pickett*, 145 Wn.2d at 189. Here, settlement  
3 funds will be allocated in an equitable manner. Without needing to file a claim form, each  
4 Participating Settlement Class Member will receive a First Distribution Settlement Award check  
5 from the Net Settlement Class Fund based on calculations by Class Counsel’s experienced  
6 damages expert. SA § II.C.2.a. Settlement Class Members who worked the longest and had the  
7 highest potential for damages will receive the largest awards. If any Participating Settlement  
8 Class Members fail to cash their initial Settlement Award check within 180 days and Simpliciter  
9 determines there is enough money to fund a Second Distribution, those unclaimed funds will be  
10 equitably divided and paid to Participating Settlement Class Members who did cash their initial  
11 award check, in a manner described in the Settlement Agreement. *Id.* at § II.C.2.b.

12 The treatment of Residual Funds is also fair. No portion of the \$247,000 Gross  
13 Settlement Fund will revert to Linde Gas. *Id.* § II.C.7. Instead, all funds from any uncashed  
14 checks that remain after the Second Distribution Check Cashing Deadline will be distributed as  
15 *cy pres* to the Legal Foundation of Washington. *Id.* § II.C.6; *see also* CR 23(f)(2).

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

17 Where “extensive discovery” takes place before a class settlement, final approval is  
18 favored. *See Pickett*, 145 Wn.2d at 199. Here, Settlement Class Counsel investigated the rest  
19 and meal break, unpaid time, overtime, and unlawful deduction claims and gathered relevant  
20 facts before filing this lawsuit and again before amending the complaint. Declaration of Spencer  
21 Nathan Thal (“Thal Decl.”) ¶ 6; Nusser Decl. ¶ 17. After agreeing with Linde Gas’s counsel to  
22 pursue an early resolution through mediation, Settlement Class Counsel engaged in extensive  
23 informal discovery regarding class certification, liability, and damages. *Id.* ¶ 18. Class Counsel’s  
24 work resulted in the production of more than 1,000 documents, including electronic records  
25 that contained hundreds of thousands of rows of critical timekeeping and payroll data and  
26 drivers’ logs. *Id.* Settlement Class Counsel also investigated the late-arriving allegations by sales  
27 staff members and negotiated with Linde Gas to include sales staff at the Tacoma location in

1 the Settlement Class. *Id.* Settlement Class Counsel have spent more than eighteen months  
2 reviewing and analyzing the documents, data, and legal claims; calculating potential damages  
3 with an experienced damages expert; evaluating evidence for class certification and mediation;  
4 and working through data and discovery issues throughout negotiations and administration. *Id.*

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

7 “When experienced and skilled class counsel support a settlement, their views are given  
8 great weight.” *Pickett*, 145 Wn.2d at 200. Settlement Class Counsel, who are experienced and  
9 skilled in class action litigation, support the settlement as fair, reasonable, adequate, and in the  
10 best interests of the Settlement Class. Given their knowledge and experience in litigating class  
11 actions and their evaluation of the strengths and weaknesses of this case, Settlement Class  
12 Counsel believe the settlement is a strong result under the circumstances. Nusser Decl. ¶¶ 2-7,  
13 19; Thal Decl. ¶¶ 2-7.

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

15 The Court should also consider the expense and likely duration of the litigation if a  
16 settlement had not been reached. *Pickett*, 145 Wn.2d at 188. This settlement guarantees a  
17 monetary recovery for the Settlement Class Members while obviating the need for lengthy,  
18 uncertain, and expensive litigation. At the time of mediation, Plaintiffs had not yet engaged in  
19 formal discovery nor filed their motion for class certification. But if mediation failed, they were  
20 prepared to engage in extensive written and oral discovery as to the classwide nature of the  
21 violations alleged and would have moved to certify the class. Both parties would have heavily  
22 briefed certification issues, oral argument would likely have been necessary, and the Court  
23 would have had to invest precious judicial resources reviewing the briefing and numerous  
24 detailed declarations from proposed class members. If a class had been certified, it is likely that  
25 additional depositions would have been taken, including those of Plaintiffs and Settlement Class  
26 Members, Linde Gas’s agents and managers, Mr. Cornwell, and Class Counsel’s damages expert.  
27 One or both parties would have moved for summary judgment on some or all claims and any

1 unresolved claims would have proceeded to a lengthy class action trial. Even if the certified  
2 class prevailed at trial, Linde Gas would likely have appealed any adverse rulings, further  
3 delaying relief to employees.

4 6. The reaction of the Settlement Class supports final approval.

5 A court may infer a class action settlement is fair, adequate, and reasonable when few  
6 class members object to it. *See Pickett*, 145 Wn.2d at 200-01. Here, the deadline to opt out or  
7 object to the settlement is December 20, 2025; however, as of December 3, no Settlement  
8 Class Members have opted out or objected. *Islas Decl.* ¶¶ 11-12. Plaintiffs will file a  
9 supplemental brief to update the Court on the final number of opt-outs and objections, and the  
10 parties will respond to any objections, by December 30. SA §§ V.C, II.G.3.

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

12 In determining the fairness of a settlement, the Court should consider the presence of  
13 good faith and absence of collusion. *Pickett*, 145 Wn.2d at 201. Here, there has been no  
14 collusion or bad faith. The settlement is the result of extensive, arm's-length negotiations  
15 between experienced attorneys who are familiar with wage and hour class action litigation and  
16 the legal and factual issues of this case. At all times, the negotiations leading to the settlement  
17 were adversarial, non-collusive, and conducted at arm's length. *Nusser Decl.* ¶ 20.

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

19 **B. Settlement Class Members received the best notice practicable.**

20 This Court approved the proposed notice plan and the form and content of the  
21 proposed notice and ordered that it be sent to Settlement Class Members. *Agreed Order*  
22 *Granting Plaintiffs' Unopposed Motion for Preliminary Approval* (Oct. 10, 2025) ¶ 12. *Simpluris*  
23 has successfully implemented the notice program. *Islas Decl.* ¶¶ 5-9. The parties worked  
24 together to provide *Simpluris* with Settlement Class Data, including Settlement Class Members'  
25 names, last known contact information, and estimated settlement awards. After creating the  
26 final Settlement Class list with the help of the parties and updating all addresses through the  
27 National Change of Address Database, *Simpluris* sent notice by mail to each Settlement Class

1 Member and sent notice by email to the 27 Settlement Class Members for whom an email  
2 address was provided. *Id.* None of the notices Simpluris sent were returned, thus all Settlement  
3 Class Members are deemed to have received notice by mail or email. *Id.*

4 Settlement Class Counsel also established and maintain a settlement website with the  
5 Court-approved notice, important dates, and key documents. Once filed, this motion and the  
6 supporting declarations will be posted to the website to provide Settlement Class Members  
7 fourteen days to evaluate the request for an award of attorneys' fees and costs before the  
8 deadline to opt out or object. Nusser Decl. ¶ 21. Simpluris and Settlement Class Counsel have  
9 taken such measures to ensure the best notice practicable.

10 **C. Reimbursement of Settlement Class Counsel's litigation costs is reasonable.**

11 Settlement Class Counsel have incurred \$11,213 in litigation expenses to date, including  
12 costs for service, filing, online legal research, and establishing the settlement website. Nusser  
13 Decl. ¶ 22; Thal Decl. ¶ 8. Most of these expenses—\$10,550—derive from fees charged by  
14 Plaintiffs' damages expert and the mediator, which were reasonable and necessary to secure  
15 successful resolution of this litigation. *Id.*; see also *In re Immune Response Sec. Litig.*, 497 F.  
16 Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (finding costs such as expert fees, filing fees, travel  
17 expenses, online legal research fees, and mediation expenses are relevant and necessary  
18 expenses in class action litigation). Thus, Settlement Class Counsel respectfully ask the Court to  
19 award \$190,000 for fees and costs so that they may be reimbursed for their actual out-of-  
20 pocket costs.

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

22 After costs to date are deducted from the \$190,000 award, Settlement Class Counsel's  
23 request for attorneys' fees is \$178,786. Nusser Decl. ¶ 23. Where a prevailing plaintiff is  
24 entitled to statutory fee shifting, the lodestar method of calculation is appropriate to determine  
25 whether a requested attorney fee award is fair and reasonable. See *Morgan v. Kingen*, 141 Wn.  
26 App. 143, 162, 169 P.3d 487 (2007); see also *Chuong Van Pham v. City of Seattle, Seattle City*  
27 *Light*, 159 Wn.2d 527, 541, 151 P.3d 976 (2007). Here, Settlement Class Counsel are entitled to

attorneys' fees and costs under RCW 49.48.030, RCW 49.46.090(1), RCW 49.52.070, and SMC 14.20.090(A), thus the lodestar method is appropriate.

"When calculating attorney fees, the court first begins with the lodestar figure, which is the total number of hours reasonably expended multiplied by the reasonable hourly rate of compensation." *Morgan*, 141 Wn. App. at 162; *see also Bowers v. Transamerica Title Ins. Co.*, 100 Wn.2d 581, 597–98, 675 P.2d 193 (1983). After the lodestar is calculated, the court may consider adjusting it to reflect "the contingent nature of success, and the quality of work performed." *Id.* at 598. While the amount of recovery is a "relevant consideration" in determining reasonableness, it is "not a conclusive factor." *Fiore v. PPG Indus., Inc.*, 169 Wn. App. 325, 352, 279 P.3d 972 (2012) (internal quotations omitted) (holding trial court did not abuse discretion by awarding lodestar fees greater than amount recovered). Rather, whether a fee award is reasonable is "determined by the lodestar method." *Id.*

Settlement Class Counsel's lodestar calculations are reasonable. Because there was no guarantee of payment in this contingency case, Settlement Class Counsel were incentivized to work efficiently and with minimal duplication to avoid performing work for which they would never be paid. They also ensured reasonable rates for attorneys and staff based on several factors, including the experience, skill, and sophistication required for the work performed; the rates customarily charged in the applicable market; and the experience and reputation of the person performing the work. Nusser Decl. ¶ 24; Thal Decl. ¶¶ 9-10.

Settlement Class Counsel achieved an excellent result in a case that presented numerous challenges, including the possible denial of class certification, dismissal on summary judgment, or a finding that Linde Gas's practices were lawful. Nonetheless, Settlement Class Counsel took the risk of litigating the case on a contingency basis and investing more than \$260,278 in fees, resulting in a negative multiplier of 0.69. Nusser Decl. ¶¶ 23-28; Thal Decl. ¶¶ 9-16. Moreover, Settlement Class Members received notice of the proposed payment to counsel and none have objected. Islas Decl. ¶¶ 5-9, Ex. A § 5. For these reasons, Settlement Class Counsel respectfully ask the Court to approve the requested fee award.

1 **E. The Settlement Administration Costs Award is reasonable.**

2 Simpluris has agreed to cap its fees at \$8,500, making any payment from the Gross  
3 Settlement Fund for administration expenses no greater than that amount. *Islas Decl.* ¶ 14.  
4 Consistent with the Court's order of appointment, Simpluris has already, among other things,  
5 verified all Settlement Class Members' addresses with the USPS National Change of Address  
6 Database; printed, mailed, and emailed notice to Settlement Class Members; and established a  
7 toll-free telephone number to field inquiries. *Id.* ¶¶ 3-8. Moving forward, Simpluris will also  
8 establish and maintain the Gross Settlement Class Fund; handle calculation, withholding, and  
9 payment of applicable taxes; and issue Court-approved settlement awards, service awards, and  
10 payment to the cy pres beneficiary. SA §§ II.C.2-6. Such services are reasonable and necessary  
11 to administer the settlement. Thus, Plaintiffs respectfully ask the Court to approve a payment  
12 to Simpluris not to exceed \$8,500.

13 **F. The Settlement Class Representative Service Awards are reasonable.**

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

20 The requested Service Award of \$5,000 to each of the three Plaintiffs is reasonable and  
21 in line with awards approved by other courts. *See, e.g., Pelletz v. Weyerhaeuser Co.*, 592 F. Supp.  
22 2d 1322, 1329–30 & n.9 (W.D. Wash. 2009) (citing decisions approving service awards up to  
23 \$40,000). Plaintiffs have been committed to this case from the beginning, assisting Settlement  
24 Class Counsel in investigating the claims, gathering evidence, understanding the facts, and  
25 preparing the complaints. *Nusser Decl.* ¶ 29. Plaintiffs also assisted with Settlement Class  
26 Counsel's investigation into certification issues, providing information about classwide policies  
27 and practices and identifying other drivers and sales staff with knowledge and information

1 about the claims alleged. *Id.* They further provided documentary evidence to support the  
2 claims, participated attorney-client meetings, attended mediation or made themselves  
3 available by phone to discuss negotiations and approve any offers; reviewed and approved the  
4 proposed settlement terms after consulting with Settlement Class Counsel, and were prepared  
5 to testify at deposition and trial. *Id.* The Service Awards will compensate Plaintiffs for their  
6 extensive time and effort in stepping forward to serve as class representatives and the  
7 reputational and occupational risks they faced by suing their current or former employer. The  
8 awards are well deserved and should be approved.

## 9 VI. CONCLUSION

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

13 Accordingly, Plaintiffs respectfully ask the Court to enter an order: (1) approving the  
14 Settlement Agreement as fair, reasonable, and adequate; (2) determining that adequate notice  
15 was provided to Settlement Class Members; (3) approving the requested Settlement Class  
16 Representative Service Awards of \$5,000 to each Plaintiff; (4) approving settlement  
17 administration costs of up to \$8,500 to Simpluris; (5) approving \$190,000 in attorneys' fees and  
18 costs to Settlement Class Counsel; and (6) dismissing this action with prejudice.

19 RESPECTFULLY SUBMITTED AND DATED this 5th day of December, 2025.

20 TERRELL MARSHALL LAW GROUP PLLC

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CERTIFICATE OF SERVICE

I, Eric R. Nusser, hereby certify that on December 5, 2025, I caused true and correct copies of the foregoing to be served via the means indicated below:

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*Attorneys for Linde Gas & Equipment, Inc.*

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 5th day of December, 2025.

By: /s/ Eric R. Nusser, WSBA #51513

Eric R. Nusser, WSBA #51513