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2 2026 MAY 15 02:32 PM  
3 KING COUNTY  
4 SUPERIOR COURT CLERK  
5 E-FILED

6 CASE #: 23-2-10294-1 SEA HONORABLE WILLAM L. DIXON V  
7 Department 46  
8 Hearing Date: July 17, 2026

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

11 EPIC HOMEOWNERS ASSOCIATION, a  
12 Washington limited liability company;  
13 BAYVIEW ON THE LAKE CONDOMINIUM  
14 OWNERS ASSOCIATION, a Washington  
15 nonprofit corporation; ARBORETUM AT VISTA  
16 PARK CONDOMINIUM ASSOCIATION, a  
17 Washington nonprofit corporation; THE VINE  
18 BUILDING OWNERS ASSOCIATION, a  
19 Washington nonprofit corporation; and THE  
20 COSMOPOLITAN CONDOMINIUM OWNERS'  
21 ASSOCIATION, a Washington nonprofit  
22 corporation, all individually and on behalf of  
23 similarly situated entities,

24 Plaintiffs,

25 v.

26 MARK HOLMES and J. DOE HOLMES, and the  
27 marital community comprised thereof;  
KAPPES MILLER MANAGEMENT, LLC, a  
Washington limited liability company; YATES,  
WOOD & MCDONALD, INC., a Washington  
corporation; ECONDOSERVICES.COM, LLC, a  
Washington limited liability company;  
ASSOCIATION UNDERWRITERS OF  
WASHINGTON, LLC, a Washington limited  
liability company; DOE ENTITIES 1–20; and  
KELLY SZETO and J. DOE SZETO, and the  
marital community comprised thereof,

Defendants.

NO. 23-2-10294-1 SEA

**DECLARATION OF BLYTHE H. CHANDLER  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR ATTORNEYS' FEES, LITIGATION  
COSTS, AND SERVICE AWARDS**

DECLARATION OF BLYTHE H. CHANDLER IN SUPPORT OF  
PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, LITIGATION  
COSTS, AND SERVICE AWARDS

Case No. 23-2-10294-1 SEA

**TERRELL MARSHALL LAW GROUP PLLC**  
1700 Westlake Avenue, Suite 300  
Seattle, Washington 98109  
TEL. 206.816.6603 • FAX 206.319.5450  
www.terrellmarshall.com

1 I, Blythe H. Chandler, declare as follows:

2 **A. Background and experience**

3 1. I am a member of the law firm of Terrell Marshall Law Group PLLC (Terrell  
4 Marshall), counsel of record for plaintiffs in this matter. I am admitted to practice before this  
5 Court and am a member in good standing of the bar of the state of Washington. I respectfully  
6 submit this declaration in support of Plaintiff's Motion for Attorneys' Fees, Litigation Costs, and  
7 Service Awards. Except as otherwise noted, I have personal knowledge of the facts set forth in  
8 this declaration and could testify competently to them if called upon to do so.

9 2. Terrell Marshall is a law firm in Seattle, Washington, that focuses on complex  
10 civil and commercial litigation with an emphasis on consumer protection, product defect, civil  
11 rights, and wage and hour cases. Terrell Marshall has been appointed lead or co-lead counsel  
12 representing multi-state and nationwide classes in state and federal court in Washington and  
13 throughout the United States. Since its founding in 2008, the attorneys at Terrell Marshall have  
14 represented scores of classes, tried class actions in state and federal court, and obtained  
15 hundreds of millions of dollars in monetary relief to workers, consumers, and other individuals.

16 3. I joined Terrell Marshall in 2014 and became a member in 2018. I practice  
17 complex litigation with a focus on prosecution of consumer class actions. I have been appointed  
18 class counsel in cases challenging a wide range of unfair or deceptive practices, including debt  
19 collection practices. In 2010, I received my J.D. from the University of Washington School of  
20 Law with high honors, Order of the Coif. I served as Chief Articles Editor for the Washington Law  
21 Review. Before joining Terrell Marshall, I served as a law clerk to the Honorable Betty B.  
22 Fletcher, Senior United States Circuit Judge for the Ninth Circuit Court of Appeals, and to the  
23 Honorable John C. Coughenour, Senior United States District Judge for the Western District of  
24 Washington. I also served as a judicial extern to the Honorable Robert S. Lasnik, United States  
25 District Judge for the Western District of Washington. I co-authored chapters of the Consumer  
26 Protection Deskbook published by the Washington State Association for Justice (WSAJ) and  
27 have spoken on topics including use of experts and personal jurisdiction in class actions. I am a

1 member of the Public Justice Foundation Board of Directors, a Co-Coordinator of the  
2 Washington Employment Lawyers Association (WELA) Amicus Committee and currently co-  
3 chair WSAJ's Consumer Protection Section. I was named to the 2020 Rising Star List by  
4 Washington Super Lawyers.

5 **B. Qualifications of other Terrell Marshall attorneys and paralegals**

6 4. Beth E. Terrell is a founding member of Terrell Marshall. With almost thirty years  
7 of experience, Ms. Terrell concentrates her practice in complex litigation, including the  
8 prosecution of multi-plaintiff, collective, mass and class litigation and arbitration on behalf of  
9 consumers and workers. Ms. Terrell has served as co-lead counsel on multi-state and  
10 nationwide class actions, resulting in hundreds of millions of dollars in settlements for  
11 consumers and workers. Ms. Terrell also represents individual employees with discrimination,  
12 sexual harassment, trade secret and restrictive covenant claims. Ms. Terrell co-chairs PLI's  
13 Consumer Financial Services Institute, is a past President of the Public Justice Foundation Board  
14 of Directors, serves as Chair of both the Northwest Consumer Law Center and the Washington  
15 Employment Lawyers Association, and is a fellow of the American College of Consumer  
16 Financial Services Lawyers. In 2023, Ms. Terrell was awarded the National Consumer Law  
17 Center's Vern Countryman Award, recognizing special contributions to consumer law. A  
18 member of the State Bar of California and the Washington State Bar Association, Ms. Terrell  
19 frequently presents on a wide variety of topics, including class actions, consumer protection,  
20 legal ethics, gender equity, and electronic discovery.

21 5. Amanda M. Steiner became a member of Terrell Marshall in 2015. She practices  
22 complex litigation, including the prosecution of consumer, defective product, wage and hour,  
23 and civil rights class actions. Ms. Steiner received her J.D. from the UC Berkeley School of Law in  
24 1997. Admitted in Washington, California, New York and Hawaii, she has authored briefs that  
25 have resulted in numerous favorable decisions for plaintiffs in high-profile and complex  
26 securities, antitrust, consumer and civil rights class action in federal and state courts  
27 throughout the United States. Ms. Steiner was selected for inclusion in the annual Northern

1 California “Super Lawyers” list and was named to the Top 50 Women Lawyers of Northern  
2 California. She is a Fellow of the American Bar Foundation.

3 6. Elizabeth Schatz Cordero joined Terrell Marshall Law Group as an associate in  
4 2025. Ms. Schatz Cordero concentrates her practice in complex civil litigation. Ms. Schatz  
5 Cordero received her J.D. from the University of California, Irvine School of Law in 2023. During  
6 law school, Ms. Schatz Cordero worked in the Environmental Law Clinic and in the Workers,  
7 Law, and Organizing Clinic. Ms. Schatz Cordero also served as the Academic and Career  
8 Development Chair for the Latinx Law Student Association. Prior to joining Terrell Marshall,  
9 Elizabeth worked as a law clerk for the Honorable John H. Chun in the Western District of  
10 Washington, and as a staff attorney at the United States Court of Appeals for the Ninth Circuit.

11 7. Ryan Tack-Hooper was a member of Terrell Marshall from 2020 to 2025. He  
12 concentrated on class actions to protect employees, consumers, and people whose civil rights  
13 have been violated. He has led successful privacy, employment, and consumer protection  
14 litigation across the country in state and federal courts. In 2009, Mr. Tack-Hooper received a  
15 J.D., cum laude, from New York University School of Law. Before joining Terrell Marshall, Mr.  
16 Tack-Hooper was the Legal Director of the American Civil Liberties Union of Delaware, where he  
17 practiced civil rights law. He has also served as an adjunct professor of law at the University of  
18 Pennsylvania Law School, where he taught legal writing. He was a law clerk to the Honorable  
19 Jerome B. Simandle, Chief Judge of the United States District Court for the District of New  
20 Jersey.

21 8. Jordan Berger was an associate at Terrell Marshall from 2024 to 2025, and  
22 concentrated her practice on complex civil litigation, civil rights, and employment law. Ms.  
23 Berger received her J.D. from New York University School of Law in 2020. Before joining Terrell  
24 Marshall Law Group, Ms. Berger worked as a Skadden Fellow for the National Center for Law  
25 and Economic Justice, and as law clerk to the Honorable Jamal Whitehead in the Western  
26 District of Washington. During law school, she interned with the ACLU Disability Rights Program  
27 and with the New York State Office of the Attorney General.

1           9.       Jennifer Boschen is a senior paralegal at Terrell Marshall, and she has worked at  
2 the firm since its inception in 2008. Ms. Boschen has 23 years of paralegal experience. She is  
3 qualified to perform substantive legal work based on her training and experience. She was also  
4 an integral part of the team that investigated and prosecuted the Wilbur v. City of Mount  
5 Vernon litigation, performing indispensable work throughout the case and at trial. Ms. Boschen  
6 was also the paralegal in Lummi Nation v. Cooke Aquaculture Pacific, LLC, King County Case No.  
7 20-2-12869-4 SEA, which was tried via Zoom over three weeks in May and June of 2022. The  
8 trial resulted in a jury verdict for Terrell Marshall’s client the Lummi Nation. Ms. Boschen  
9 supported all aspects of the trial attorneys’ work in this matter, including by establishing and  
10 maintaining the technology for the remote trial. She also had primary responsibility for  
11 preparing deposition transcripts and exhibits and presenting them electronically to jurors, as  
12 well as managing admitted exhibits, including in the Court’s sharefile system.

13           10.       Jodi Nuss has been a Senior Paralegal at Terrell Marshall since 2018. She has a  
14 B.A. from the University of Massachusetts and an AAS in Paralegal Studies from Baton Rouge  
15 Community College. Ms. Nuss has worked in the legal field since 2010 and has served as  
16 paralegal on five trials. Ms. Nuss also has extensive experience with sophisticated data analysis  
17 using software and programming languages including Alteryx, Excel, and Python.

18           11.       Laura Murray has been a paralegal at Terrell Marshall Law Group since 2025.  
19 Laura has a M.S. from Western Washington University. She has worked in the legal field since  
20 2022. Laura served as a legal assistant on one trial and she has experience with sophisticated  
21 data analysis.

22 **C.       Other cases litigated by Terrell Marshall**

23           12.       Terrell Marshall is litigating or has litigated to successful completion numerous  
24 class action cases, including:

- 25           a.       *Doe v. Virginia Mason Medical Center*—Filed in October 2019  
26                   on behalf of medical center patients whose identities and  
27                   confidential communication were routed to third-party digital  
                      marketing companies. The patients allege that the medical

1 center transmitted data from its internal internet systems using  
2 sophisticated bugging programs designed to escape detection.  
3 The King County Superior Court certified the Class on  
4 September 27, 2021, and granted final approval of the  
5 settlement on April 7, 2026.

6 b. *Nelipa v. TD Bank, N.A.*—Filed in 2021 on behalf of bank  
7 customers who were duped by bank impersonators into  
8 approving unauthorized transactions and allege TD Bank  
9 violated the Electronic Fund Transfer Act and breached its form  
10 account agreement in denying their fraud claims. A magistrate  
11 judge for the Eastern District of New York recommended  
12 certification of a litigation class in June 2024 and the district  
13 court adopted the recommendation in part in May 2026,  
14 certifying a narrower class.

15 c. *Sparkman v. Comerica Bank*—Filed in 2023 on behalf of a class  
16 of Californians who receive child support payments on prepaid  
17 debit cards and allege they were not reimbursed for  
18 unauthorized charges in violation of the Electronic Funds  
19 Transfer Act and California Unfair Competition Law. The  
20 Northern District of California granted final approval of a  
21 settlement that will reimburse over 73% of class members’  
22 unauthorized charges on December 11, 2025.

23 d. *Sparkman v. Comerica Bank*—Filed in 2024 on behalf of a class  
24 of Californians who allege the defendants unfairly deducted  
25 charges for calling an automated customer service line from  
26 their child support funds in violation of the California Unfair  
27 Competition Law. The Eastern District of California certified the  
class on February 21, 2025. The court granted summary  
judgment in favor of the class awarding the class over \$7 million  
on December 9, 2025.

e. *Williams v. PillPack LLC*—Filed in 2019 on behalf of consumers  
who received calls selling pharmacy services on their cell  
phones and residential telephones without their prior express  
consent. After certifying a litigation class and denying defense  
motions for summary judgment, the Western District of  
Washington granted final approval of the \$6.5 million  
settlement in April 2025.

- 1 f. *Moore v. Robinhood Financial LLC*—Filed in 2021 on behalf of  
2 Washington residents who received unsolicited text messages  
3 on their cell phones without providing clear and affirmative  
4 consent in advance. The Western District of Washington  
5 granted final approval of the \$9 million settlement on July 16,  
6 2024.
- 7 g. *Paredes Garcia v. Harborstone Credit Union*—Filed in 2021 on  
8 behalf of consumers who participate in the Deferred Action for  
9 Childhood Arrivals program or who otherwise do not hold  
10 United States citizenship but reside in the United States. The  
11 plaintiff alleges that Harborstone has engaged in a policy and  
12 practice of depriving consumers of the right to contract based  
13 on their alienage status in violation of 42 U.S.C. § 1981. The  
14 plaintiff also alleges that Harborstone has engaged in a policy  
15 and practice of obtaining consumer reports on these individuals  
16 in violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681b.  
17 The parties entered into a settlement agreement on December  
18 19, 2022, that will award damages to hundreds of settlement  
19 class members and changed Harborstone’s lending policies. The  
20 Western District of Washington granted final approval of the  
21 settlement on November 9, 2023.
- 22 h. *Tokarski v. Med-Data, Inc.*—Filed in 2021 on behalf of  
23 individuals affected by a Med-Data data breach, and who were  
24 not advised of the breach in a timely manner. The Southern  
25 District of Texas granted final approval of a \$7,000,000  
26 settlement fund on September 11, 2024.
- 27 i. *Blankenship v. HAPO Community Credit Union*—Filed in 2019 on  
behalf of Washington members of HAPO Community Credit  
Union who allegedly were charged improper overdraft and NSF  
fees. The Benton County Superior Court granted final approval  
of the \$4.5 million settlement in January 2022.
- j. *Jammeh v. HNN Associates LLC*—Filed in 2019 on behalf of low-  
income tenants who alleged a large landlord improperly  
retained their security deposits and a debt collector collected  
impermissible interest on their accounts. The Western District  
of Washington certified a litigation class and denied defense  
motions for summary judgment. The court granted final  
approval of a \$1.6 million settlement on June 9, 2021. The  
settlement also required the debt collector to correct credit  
reporting, enter partial satisfactions of judgment, and cease  
collecting interest on class member accounts.

1 k. *Marical v. BECU*—Filed in 2019 on behalf of account holders  
2 charged them excessive overdraft fees. The King County  
3 Superior Court granted final approval of \$6 million settlement  
4 on September 27, 2021.

5 l. *Carrillo v. Wells Fargo Bank, N.A.*—Filed in 2018 on behalf of  
6 borrowers who allege Wells Fargo charged them interest rates  
7 on residential loans that were higher than the rates disclosed in  
8 the bank’s buydown agreements and closing disclosures. The  
9 Eastern District of New York granted final approval of a \$6.9  
10 million settlement on August 19, 2021.

11 13. Additional information about class actions litigated by Terrell Marshall is  
12 available on our website [www.terrellmarshall.com](http://www.terrellmarshall.com).

13 **D. The prosecution of this action**

14 14. Class Counsel calculate that Class Members paid \$813,244 in Defendants’ Fees  
15 during the Class Period. The \$1,265,000 Settlement Fund exceeds that amount. If the Court  
16 approves the requested service awards, attorneys’ fees and costs, and estimated administrative  
17 costs, the remaining net Settlement Fund of \$650,960 is equal to approximately 80% of the  
18 Defendants’ Fees the Class paid. The majority of the Settlement Awards will be well above  
19 \$1,000, and more than half will be over \$10,000.

20 15. Terrell Marshall has advanced significant costs for and invested numerous hours  
21 into the investigation and prosecution of this case. We will continue to commit the time and  
22 resources necessary to litigate the case and fairly and adequately represent and protect the  
23 interests of the Class.

24 16. Since the beginning of this case, Terrell Marshall has worked with no guarantee  
25 of being compensated for its time and efforts. Payment of Terrell Marshall’s fees has always  
26 been contingent on successfully obtaining relief for the Plaintiffs and Class members. As a  
27 result, there was a substantial risk of non-payment, particularly in light of the challenges  
inherent in this type of case. Work on this case has necessarily been to the exclusion of work on  
other matters that likely would have generated fees. Terrell Marshall has also been denied use  
of the fees it earned over the course of this case.

1           17.     The work performed by paralegals and legal assistants was work that I or an  
 2 attorney would have had to perform absent such assistance. Jennifer Boschen and Jodi Nuss  
 3 both performed high-level data analysis and other work that required an understanding of the  
 4 facts and claims of the case and was important to the development of those facts and claims.  
 5 Their data analysis was instrumental to calculating Plaintiffs' and Class Members' damages.  
 6 Laura Murray, Krystal Brown and Holly Rota performed work that required an understanding of  
 7 relevant legal rules and concepts. These staff members are qualified to perform substantive  
 8 legal work based on their training and experience working for attorneys.

9           18.     The following table identifies the attorneys and staff members from Terrell  
 10 Marshall who worked on this case and for whom the recovery of fees is sought. For each of the  
 11 timekeepers below I have stated the current hourly rate, the number of hours worked through  
 12 March 31, 2026, and the total amount of fees. These time summaries are taken from  
 13 contemporaneous, daily time reports prepared and maintained by Terrell Marshall in the  
 14 regular course of business.

| NAME AND POSITION  | DESCRIPTION OF WORK PERFORMED  | RATE  | HOURS BILLED | TOTAL       |
|--|--|-------|--------------|-------------|
| <b>ATTORNEYS</b>   |  |       |              |             |
| Beth E. Terrell<br>Founding Member<br>J.D. from Univ. of<br>California, Davis School<br>of Law, 1995 | Participated in overall<br>case strategy and<br>management, including<br>discovery, class<br>certification, mediation,<br>and settlement.  | \$700 | 33.4         | \$23,380.00 |
| Amanda M. Steiner<br>Member<br>J.D. from UC Berkeley<br>School of Law, 1997                          | Developed class<br>certification strategy,<br>reviewed and analyzed<br>client and defendants'<br>documents, drafted<br>class certification<br>motion, drafted<br>preliminary approval<br>motion. | \$675 | 75.9         | \$51,232.50 |

| NAME AND POSITION  | DESCRIPTION OF WORK PERFORMED   | RATE  | HOURS BILLED | TOTAL       |
|--|---|-------|--------------|-------------|
| Blythe D. Chandler<br>Member<br>J.D. from Univ. of Washington School of Law, 2010                  | Directed litigation and team, developed strategy, managed discovery, supervised damages analysis, advised clients, wrote mediation brief and participated in mediation, negotiated settlement, drafted settlement and notice documents, | \$600 | 97.9         | \$58,740.00 |
| Ryan Tack-Hooper<br>Member<br>J.D. from New York Univ. School of Law, 2009                         | Managed discovery, negotiated ESI agreement and worked with ESI expert, communicated with clients, drafted procedural briefs.   | \$575 | 135.4        | \$77,855.00 |
| Jordan Berger<br>Associate<br>J.D. from New York Univ. School of Law, 2020                         | Assisted with legal research for class certification motion.  | \$400 | 1.8          | \$720.00    |
| Elizabeth Schatz Cordero<br>Associate<br>J.D. from Univ. of California, Irvine School of Law, 2023 | Assisted with motion for preliminary approval.  | \$350 | 1.5          | \$525.00    |
| <b>PARALEGALS/LEGAL ASSISTANTS</b>   |   |       |              |             |
| Jennifer Boschen<br>Senior Paralegal<br>25 years legal experience                                  | Served as lead paralegal; worked on discovery, document review, and class certification; prepared settlement documents, compiled notice list, and prepared damages  | \$260 | 309.9        | \$80,574.00 |

| NAME AND POSITION  | DESCRIPTION OF WORK PERFORMED                                     | RATE  | HOURS BILLED | TOTAL               |
|--|---|-------|--------------|---------------------|
|  | and settlement award analyses.                                    |       |              |                     |
| Jodi Nuss<br>Senior Paralegal<br>12 years legal experience       | Analyzed defendants' data and assisted with damages analysis.     | \$260 | 9.2          | \$2,392.00          |
| Laura Murray<br>Paralegal<br>4 years legal experience            | Reviewed and analyzed client and defendants' documents.           | \$210 | 36.5         | \$7,665.00          |
| Holly Rota<br>Legal Assistant<br>21 years legal experience       | Prepared, finalized, and filed multiple motions.                  | \$200 | 10.8         | \$2,160.00          |
| Krystal Brown<br>Legal Assistant<br>15 years of legal experience | Prepared discovery, class certification, and mediation documents. | \$200 | 7.4          | \$1,480.00          |
| <b>TOTAL</b>   |   |       | <b>719.7</b> | <b>\$306,723.50</b> |

19. Terrell Marshall incurred additional fees working with the settlement administrator, communicating with Class members, and preparing this motion, and will continue to incur fees for time spent preparing the final approval motion and appearing at the final approval hearing, as well as ensuring the settlement is properly administered. I anticipate we will incur additional fees for this ongoing work.

20. Terrell Marshall's lodestar calculation is based on reasonable hourly rates. Terrell Marshall sets rates for attorneys and staff members based on a variety of factors, including among others: the experience, skill and sophistication required for the types of legal services typically performed; the rates customarily charged in the markets where legal services are typically performed; and the experience, reputation and ability of the attorneys and staff members.

21. Terrell Marshall incurred out-of-pocket litigation costs totaling \$18,944.05 for expenses necessary to the prosecution of this case. These costs are summarized here:

| Category of Expense                          | Total              |
|--|--------------------|
| Electronic Production and Data Hosting Costs | \$14,026.62        |
| Filing Fees                                  | \$297.43           |
| Mediation Fees                               | \$4,620.00         |
| <b>TOTAL</b>                                 | <b>\$18,944.05</b> |

**E. Attorneys' fee awards in other cases**

22. Attached as **Exhibit 1** is the Order Granting Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Award of Attorneys' Fees, Costs and Service Award in *Strong v. Numerica Credit Union*, No. 17-2-01406-39 (Yakima County Super. Ct. Feb. 14, 2020).

23. Attached as **Exhibit 2** is the Final Approval Order and Entry of Judgment in *Dougherty v. Barrett Business Servs., Inc.*, No. 17-2-05619-1 (Clark County Super. Ct. Nov. 8, 2019).

24. Attached as **Exhibit 3** is the Order Approving Award of Attorneys' Fees and Costs in *Terrell v. Costco Wholesale Corp.*, No. 16-2-19140-1 SEA (King County. Super. Ct. June 19, 2018).

I declare under penalty of perjury under the laws of the State of Washington and the United States of America that the foregoing is true and correct.

EXECUTED this 15th day of May, 2026. at Seattle, Washington.

By: /s/ Blythe H. Chandler, WSBA #43387  
Blythe H. Chandler, WSBA #43387

1 CERTIFICATE OF SERVICE

2 I, Blythe H. Chandler, hereby certify that on May 15, 2026, I caused true and correct  
3 copies of the foregoing to be served via the means indicated below:

4 Mary DePaolo Haddad, WSBA #30604  
5 Email: mhaddad@klinedinstlaw.com  
6 Gregor A. Hensrude, WSBA #45918  
7 Email: ghensrude@klinedinstlaw.com  
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14 *Attorneys for Defendants Kappes Miller  
15 Management, LLC, Yates, Wood & MacDonald,  
16 Inc., and eCondoservices.com, LLC*

17 Jeffrey Bilanko, WSBA #38829  
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19 CARROL, BIDDLE, & BILANKO, PLLC  
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23 *Attorneys for Defendants Association  
24 Underwriters of Washington, Mark Holmes, J.  
25 Doe Holmes, Kelly Szeto and J. Doe Szeto*

26 Fred B. Burnside, WSBA #32491  
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*Attorneys for Mark Holmes*

- U.S. Mail, postage prepaid
- Hand Delivered via Messenger Service
- Overnight Courier
- Facsimile
- Electronic Mail
- King County Electronic Filing System

- U.S. Mail, postage prepaid
- Hand Delivered via Messenger Service
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- U.S. Mail, postage prepaid
- Hand Delivered via Messenger Service
- Overnight Courier
- Facsimile
- Electronic Mail
- King County Electronic Filing System

1 I declare under penalty of perjury under the laws of the State of Washington and the  
2 United States that the foregoing is true and correct.

3 DATED this 15th day of May, 2026.

4 By: /s/ Blythe H. Chandler, WSBA #43387  
5 Blythe H. Chandler, WSBA #43387  
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# **EXHIBIT 1**

FILED  
HARVEY M. SLAGLE, CLERK

7 Pages

20 FEB 14 10:08

SUPERIOR COURT  
YAKIMA CO. WA

SUPERIOR COURT FOR THE STATE OF WASHINGTON  
COUNTY OF YAKIMA

THEODORE STRONG,

Plaintiff,

v.

NUMERICA CREDIT UNION,

Defendant.

NO. 17-2-01406-39

**AMENDED [PROPOSED] ORDER  
GRANTING PLAINTIFF'S  
UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND AWARD OF  
ATTORNEYS' FEES, COSTS AND  
SERVICE AWARD**

The Court, having considered Plaintiff's Motion for Final Approval of Class Action Settlement and Award of Attorneys' Fees, Costs and Service Award in the above-captioned matter (the "Action"), the Settlement Agreement and Release entered into between Plaintiff Theodore Strong ("Plaintiff") and Numerica Credit Union ("Defendant"), the lack of objections to and requests for exclusion from the proposed Settlement, the record in this the Action, the submissions and arguments presented by counsel, and having held a Final Approval Hearing on February 14, 2020, finds that:

1. All capitalized terms in this Final Approval Order shall have the same meanings as set forth in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of the Action and over the settling parties, including the members of the Settlement Class.

AMENDED [PROPOSED] ORDER GRANTING  
PLAINTIFF'S UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND  
AWARD OF ATTORNEYS' FEES, COSTS AND SERVICE  
AWARD - 1  
CASE NO. 17-2-01406-39

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www.terrellmarshall.com

1           3.       On October 8, 2019, the Court preliminarily approved the Settlement and  
2 certified, for settlement purposes, the Class as defined in the Settlement Agreement.

3           4.       Pursuant to the Court's Preliminary Approval Order, notice of the Settlement  
4 was distributed to the Class by certified mail, US Mail, and email. The Court hereby finds and  
5 concludes that the notice was disseminated to members of the Class in accordance with the  
6 terms set forth in the Settlement and in compliance with the Court's Preliminary Approval  
7 Order. The Court further finds and concludes that the notice, and the distribution procedures set  
8 forth in the Settlement fully satisfy CR 23(c)(2) and (e) and the requirements of due process,  
9 were the best notice practicable under the circumstances, provided individual notice to all  
10 members of the Class who could be identified through reasonable effort, provided an  
11 opportunity for the Class Members to object or exclude themselves from the Settlement, and  
12 support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the  
13 Settlement Agreement and this Final Approval Order.

14           5.       The Class Members were given an opportunity to object to the Settlement. No  
15 Class Members objected to the Settlement and no Class Members requested exclusion from the  
16 Settlement.

17           6.       The Settlement was arrived at as a result of arms' length negotiations conducted  
18 in good faith by experienced attorneys familiar with the legal and factual issues of this case.

19           7.       The Settlement is fair, reasonable, adequate, and in the best interests of the  
20 Settlement Class in light of the complexity, expense, and duration of litigation, as well as the  
21 risk involved in establishing liability and damages and in maintaining the class action through  
22 trial and appeal.

23           8.       The consideration provided by the Settlement constitutes fair value given in  
24 exchange for the release of the Released Claims against the Released Parties by Settlement  
25 Class Members. The Court finds that the consideration provided to members of the Settlement  
26 Class is reasonable, considering that facts and circumstances of the claims and affirmative

1 defenses asserted in the action, and the potential risks and likelihood of success of alternatively  
2 pursuing trial on the merits.

3 **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

4 9. The Settlement is finally approved as fair, reasonable, adequate, just, and in  
5 compliance with all applicable requirements of the applicable laws, and in the best interest of  
6 the Settlement Class. The Settlement Agreement, which shall be deemed incorporated herein,  
7 and all terms of the Settlement are finally approved and shall be consummated in accordance  
8 with the terms and provisions thereof, except as amended by any subsequent order issued by  
9 the Court.

10 10. Pursuant to CR 23(c)(3), the Action is hereby certified, for settlement purposes  
11 only, as a class action on behalf of the following Settlement Class Members: All persons who:

- 12 (a) resided in Washington state when they purchased or otherwise financed a vehicle  
13 primarily for personal, family, or household use;  
14 (b) whose contract was assigned to Defendant or financing was provided by Defendant;  
15 and  
16 (c) to whom Defendant issued or failed to issue a Notice of Intent to Sell, pursuant to  
17 RCW 62A.9A-614 during the period April 14, 2015 through May 17, 2017 and/or to  
18 whom Defendant issued or failed to issue a Notice of Deficiency, pursuant to RCW  
19 62A.9A- 616, during the period April 14, 2015 through July 31, 2018.

20 Excluded from the class are all persons who (a) filed for bankruptcy protection as to their  
21 Numerica auto loan and whose bankruptcy case was not dismissed or otherwise closed as of the  
22 date of this Settlement Agreement; or (b) against whom Defendant's assignee obtained a  
23 judgment to collect on their Deficiency Balance before May 20, 2019, which judgments are  
24 held by unrelated third party debt collectors.

25 11. The Plaintiff and each Settlement Class Member, their respective heirs,  
26 executors, administrators, representatives, agents, attorneys, partners, affiliates, successors,  
27 predecessors-in-interest, and assigns are deemed to have released, waive, acquitted, and  
discharged forever each of the Released Parties from each of the Released Claims, as defined in  
the Settlement Agreement. The Released Claims are compromised, settled, released,

1 discharged, and dismissed with prejudice by virtue of these proceedings and this Final  
2 Approval Order, provided, however, that the Released Claims shall not be construed to limit  
3 the right of Defendant or any member of the Settlement Class to enforce the terms of the  
4 Settlement.

5 12. This Final Approval Order is binding on all Settlement Class Members.

6 13. To the extent permitted by law and without affecting the other provisions of this  
7 Final Approval Order, this Final Approval Order is intended by the parties and the Court to be  
8 *res judicata* and to prohibit and preclude any prior, concurrent, or subsequent litigation brought  
9 individually, or in the name of, and/or otherwise on behalf of, Plaintiff or any Settlement Class  
10 Member with respect to the Released Claims based upon the same alleged facts.

11 14. The Court retains continuing and exclusive jurisdiction over the parties and all  
12 matters relating to the Action and Settlement, including the administration, interpretation,  
13 construction, effectuation, enforcement, and consummation of the Settlement, including its  
14 injunctive provisions, and this Final Approval Order..

15 15. This Final Approval Order is not, and shall not be construed as, an admission by  
16 Defendant of any liability or wrongdoing in this or in any other proceeding.

17 16. The Court approves Class Counsel's application for \$348,540.51 in attorneys'  
18 fees and \$18,126.16 in costs, which, together, represents one-third of the Settlement Fund.

19 17. The Settlement created a common fund for the benefit of Settlement Class  
20 Members. Accordingly, the Court finds that the percentage of the fund method is the  
21 appropriate method to use in determining the appropriate fee award in this case. *Bowles v.*  
22 *Wash. Dep't of Ret. Sys.*, 121 Wn.2d 52, 72, 847 P.2d 440 (1993).

23 18. Class Counsel obtained an excellent result for the Settlement Class. Class  
24 Counsel's work lead to the creation of a \$1.1 million common fund from which Settlement  
25 Class Members whose statutory damages under the UCC are greater than their remaining  
26 Deficiency Balance will receive cash payments. The Settlement benefits also include

1 Numerica’s agreement to request permanent deletion of the “tradeline” for Settlement Class  
2 Members’ Numerica auto loans their credit reports and Numerica’s dismissal all pending legal  
3 actions to collect those Deficiency Balances. Numerica also agrees to permanently cease  
4 collection of all remaining Deficiency Balances of the Settlement Class Members whose  
5 statutory damages are less than their Deficiency Balance or who do not have statutory  
6 damages—which amounts to approximately \$8,330,822.93 in debt waiver. However, if a  
7 Settlement Class Member brings any claim against Numerica that is not subject to the Release,  
8 Numerica may assert that the Settlement Class Member’s Deficiency Balance is an offset to  
9 that claim.

10           19.     An attorneys’ fee and cost award equal to one-third of a common fund is  
11 appropriate in this case and is in line with cases litigated under the UCC and attorneys’ fees and  
12 costs awarded by Washington courts. *See* Final Judgment Approving Settlement and Certifying  
13 Settlement Class at 6, *Gales v. Capital One*, Case No. 8:13-cv-01624-WGC (D. Md. August 5,  
14 2015), ECF No. 78 (approving fee award of one-third in UCC class action); Final Judgment,  
15 *Smith v. Toyota Motor Credit Corporation*, Case No. 12-02029-WDQ (D. Md. Oct. 2, 2014),  
16 ECF No. 53 (approving fee award of 49% in UCC class action); *see also A.M. v. Moda Health*  
17 *Plan, Inc.*, C 14-1191 TSZ, 2015 WL 9839771, at \*3 (W.D. Wash. Nov. 3, 2015) (awarding fee  
18 of 35% of settlement fund); Order Approving Award of Attorneys’ Fees and Costs, *Terrell v.*  
19 *Costco Wholesale Corp.*, No. 16-2-10140-1 SEA, (King Cty. Sup. Ct. June 19, 2018) (awarding  
20 one-third of fund in class action under the Fair Credit Reporting Act).

21           20.     The Court approves a service award to the Named Plaintiff in the amount of  
22 \$10,000, to be paid from the Settlement Fund. This amount is reasonable in light of Plaintiff’s  
23 efforts in this case, which included assisting his counsel with the investigation of his claims,  
24 responding to written discovery, being deposed, and assisting with settlement negotiations.

25           21.     The Court further approves and authorizes the deduction of an amount not to  
26 exceed \$29,500 from the Settlement Fund to cover the Class Administrator’s costs.

1           22.     The attorneys' fees and costs, service award, and settlement administration costs  
2 are to be deducted from the Settlement Fund as set forth in the Settlement Agreement. Except  
3 as expressly set forth to the contrary in this Final Approval Order, Plaintiff and Class Counsel  
4 shall take nothing by their claims and each party shall bear his or its own fees, costs, and  
5 expenses in connection with this Action. Except for the award to Class Counsel specified  
6 above, no fees or funds shall be paid to any other counsel representing any Settlement Class  
7 Members.

8           23.     The Court dismisses the Action against Defendant, including all claims against  
9 Defendant, with prejudice, without costs to any party, except as expressly provided for in the  
10 Settlement.

11           24.     Finding that there is no just reason for delay, the Court orders that this Final  
12 Approval Order shall constitute a final judgment pursuant to CR 58 that is binding on the  
13 settling parties and the Settlement Class.

14           IT IS HEREBY ORDERED.

15           DATED this 14 day of FEB, 2020.

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19           \_\_\_\_\_  
SUPERIOR COURT JUDGE

20           Blaine G. Gibson

21           Judge

1 Presented by:

2 TERRELL MARSHALL LAW GROUP PLLC

3  
4 

5 By: \_\_\_\_\_

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18 Los Angeles, California 90024  
19 Telephone: (310) 443-4139  
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21 *Attorneys for Plaintiff*

22  
23  
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26  
27 AMENDED [PROPOSED] ORDER GRANTING  
PLAINTIFF'S UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND  
AWARD OF ATTORNEYS' FEES, COSTS AND SERVICE  
AWARD - 7

CASE No. 17-2-01406-39

TERRELL MARSHALL LAW GROUP PLLC  
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www.terrellmarshall.com

# **EXHIBIT 2**

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THE HONORABLE DAVID E. GREGERSON  
Department 2

**FILED**  
**NOV 08 2019**

SUPERIOR COURT FOR THE STATE OF WASHINGTON  
COUNTY OF CLARK

Scott G. Weber, Clerk, Clark Co

AMANDA DOUGHERTY, individually and as  
a representative of the class,

Plaintiff,

v.

BARRETT BUSINESS SERVICES, INC.,

Defendant.

NO. 17-2-05619-1

11:26

**FINAL APPROVAL  
ORDER AND ENTRY OF  
JUDGMENT**

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The Court, having considered Plaintiff's Motion for Final Approval of Class Action Settlement between Plaintiff Amanda Dougherty ("Plaintiff") and Barrett Business Services, Inc. ("Defendant") in the above-captioned matter (the "Action"), the Class Action Settlement Agreement and Release entered into between Plaintiff and Defendant ("Settlement"), Plaintiff's Motion for an Award of Attorneys' Fees, Costs, and Class Representative Service Award, and the lack of objections received regarding the proposed Settlement, the record in this the Action, the submissions and arguments presented by counsel, and, having held a Final Approval Hearing on November 8, 2019, finds that:

1. Unless defined herein, for purposes of this Final Approval Order, all capitalized terms in this Final Approval Order shall have the same meanings as set forth in the Settlement.
2. The Court has jurisdiction over the subject matter of the Action and over the settling parties, including the members of the Settlement Class.

1           3.       On June 28, 2018, the Court preliminarily approved the Settlement and certified,  
2 for settlement purposes, the Settlement Class as defined in the Settlement.

3           4.       Pursuant to the Court's Preliminary Approval Order, the Notice was distributed  
4 to the Class by email and US Mail. The Court hereby finds and concludes that the Notice was  
5 disseminated to members of the Settlement Class in accordance with the terms set forth in the  
6 Settlement and in compliance with the Court's Preliminary Approval Order. The Court further  
7 finds and concludes that the Notice, and the distribution procedures set forth in the Settlement  
8 fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable  
9 under the circumstances, provided individual notice to all members of the Settlement Class who  
10 could be identified through reasonable effort, provided an opportunity for the Settlement Class  
11 Members to object or exclude themselves from the Settlement, and support the Court's exercise  
12 of jurisdiction over the Settlement Class as contemplated in the Settlement and this Final  
13 Approval Order.

14           5.       The Settlement Class Members were given an opportunity to object to the  
15 Settlement. No Settlement Class Members objected to the Settlement. The Settlement Class  
16 Members who made valid and timely requests for exclusion are excluded from the Settlement  
17 and are not bound by this Final Approval Order. Three Settlement Class Members requested  
18 exclusion. The identities of such persons are set forth in the Declaration of Jennifer M. Keogh  
19 that was filed in support of Plaintiffs' Motion for Final Approval.

20           6.       The Settlement was arrived at as a result of arms' length negotiations conducted  
21 in good faith by experienced attorneys familiar with the legal and factual issues of this case.

22           7.       The Settlement is fair, reasonable, adequate, and in the best interests of the  
23 Settlement Class in light of the complexity, expense, and duration of litigation, as well as the  
24 risk involved in establishing liability and damages and in maintaining the class action through  
25 trial and appeal.  
26

1           8.       The consideration provided by the Settlement constitutes fair value given in  
2 exchange for the release of the Settlement Class Member Released Claims against the Released  
3 Parties. The Court finds that the consideration provided to members of the Settlement Class is  
4 reasonable, considering that facts and circumstances of the claims and affirmative defenses  
5 asserted in the action, and the potential risks and likelihood of success of alternatively pursuing  
6 trial on the merits.

7                   **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

8           9.       The Settlement is finally approved as fair, reasonable, adequate, just, and in  
9 compliance with all applicable requirements of the applicable laws, and in the best interest of  
10 the Settlement Class. The Settlement Agreement, which shall be deemed incorporated herein,  
11 and all terms the Settlement are finally approved and shall be consummated in accordance with  
12 the terms and provisions thereof, except as amended by any subsequent order issued by the  
13 Court.

14           10.       Pursuant to CR 23(c)(3), the Action is hereby certified, for settlement purposes  
15 only, as a class action on behalf of the following Settlement Class Members: all individuals on  
16 whom Defendant obtained a consumer report for employment purposes containing a liability  
17 release or an overbroad authorization from August 26, 2013 to June 28, 2019.

18           11.       Pursuant to CR 23, the Court certifies Plaintiff Amanda Dougherty as the Class  
19 Representative and appoints Terrell Marshall Law Group, PLLC and Berger Montague PC as  
20 Class Counsel.

21           12.       For settlement purposes only, the Court finds that the Action satisfies the  
22 applicable prerequisites for class action treatment under CR 23(a) and (b)(3), namely:

- 23                   • The Settlement Class is so numerous that joinder of all members is
- 24                   impracticable;
- 25                   • There are questions of law and fact common to the Settlement Class
- 26                   Members;

- 1 • The claims of the Class Representative are typical of the claims of the
- 2 Settlement Class Members;
- 3 • The Class Representative and Class Counsel have fairly and adequately
- 4 represented and protected the interests of all of the Settlement Class
- 5 Members;
- 6 • Common issues predominate over any individualized issues; and
- 7 • A class action is superior to thousands of individual actions.

8 13. The Plaintiff, Settlement Class Members, and their successors and assigns are  
9 permanently barred and enjoined from instituting or prosecuting, either individually or as a  
10 class, or in any other capacity, any of the Settlement Class Member Released Claims against  
11 any of the Released Parties, as set forth in the Settlement. Pursuant to the release contained in  
12 the Settlement, the Released Claims are compromised, settled, released, discharged, and  
13 dismissed with prejudice by virtue of these proceedings and this Final Approval Order,  
14 provided, however, that the Settlement Class Member Released Claims shall not be construed  
15 to limit the right of Defendant or any member of the Settlement Class to enforce the terms of  
16 the Settlement.

17 14. This Final Approval Order is binding on all Settlement Class Members, except  
18 those individuals who validly and timely excluded themselves from the Settlement. The identities  
19 of such persons are set forth in the Supplemental Declaration of Jennifer M. Keogh that was filed  
20 in support of Plaintiffs' Motion for Final Approval.

21 15. To the extent permitted by law and without affecting the other provisions of this  
22 Final Approval Order, this Final Approval Order is intended by the parties and the Court to be  
23 *res judicata* and to prohibit and preclude any prior, concurrent, or subsequent litigation brought  
24 individually, or in the name of, and/or otherwise on behalf of, Plaintiff or any Settlement Class  
25 Member with respect to the Settlement Class Member Released Claims based upon the same  
26 alleged facts.

1           16.     The Court hereby retains continuing and exclusive jurisdiction over the parties  
2 and all matters relating to the Action and/or Settlement, including the administration,  
3 interpretation, construction, effectuation, enforcement, and consummation of the Settlement,  
4 including its injunctive provisions, and this Final Approval Order. This Final Approval Order  
5 finally disposes of all claims and is appealable.

6           17.     This Final Approval Order is not, and shall not be construed as, an admission by  
7 Defendant of any liability or wrongdoing in this or in any other proceeding.

8           18.     The Court approves Class Counsel's application for \$528,752.51 in attorneys'  
9 fees and costs. This amount reflected actual costs incurred and an attorneys' fee award of one-  
10 third of the Settlement Fund.

11           19.     The Settlement created a common fund for the benefit of class members.  
12 Accordingly, the Court finds that the percentage of the fund method is the appropriate method  
13 to use in determining the appropriate fee award in this case. *Bowles v. Wash. Dep't of Ret. Sys.*,  
14 121 Wn.2d 52, 72, 847 P.2d 440 (1993).

15           20.     Class Counsel obtained an excellent result for the Settlement Class. Class  
16 Counsel's work lead to the creation of a \$1.5 million common fund. More than 10% of the  
17 Class submitted claims, and each class member who submitted a claim will be paid an  
18 estimated \$129. These results exceed those achieved in similar cases.

19           21.     An attorneys' fee award equal to one-third of a common fund is appropriate in  
20 cases litigated under the Fair Credit Reporting Act. *King v. Gen. Info. Serv., Inc.*, No. 10-cv-  
21 6850, ECF No. 126 (E.D. Penn. Nov. 4, 2014) (awarding counsel one-third of fund in FCRA  
22 class action); *Ford v. CEC Entm't Inc.*, No. 14CV677 JLS (JLB), 2015 WL 11439033, at \*1  
23 (S.D. Cal. Dec. 14, 2015) (awarding fee of one-third in FCRA class action); *Razilov v.*  
24 *Nationwide Mut. Ins. Co.*, No. 01-CV-1466-BR, 2006 WL 3312024, at \*1 (D. Or. Nov. 13,  
25 2006).

1           22.     The Court has considered the factors set forth in Washington Rule of  
2 Professional Conduct 1.5(a) in concluding that the requested fee is reasonable. Specifically:

- 3           a.     The case raised novel and difficult questions of law, which demanded litigators  
4                 with the skill and experience of Class Counsel.
- 5           b.     Class Counsel's work on this matter precluded work on other matters.
- 6           c.     A one-third fee in contingency cases is customary in this county.
- 7           d.     The excellent results obtained and the amount of time involved support the  
8                 award.

9           23.     The Court approves a service award to the Named Plaintiff in the amount of  
10 \$3,500, to be paid from the Settlement Fund.

11          24.     The Court further approves and authorizes the deduction of an amount not to  
12 exceed \$82,040.94 from the Settlement Fund to cover the Settlement Administrator's costs.

13          25.     The attorneys' fees and costs, service award, and settlement administration costs  
14 are to be deducted from the Settlement Fund as set forth in the Settlement. Save and except as  
15 expressly set forth to the contrary in this Final Approval Order, Plaintiff and Class Counsel  
16 shall take nothing by their claims and each party shall bear his or its own fees, costs, and  
17 expenses in connection with this Action. Except for the award to Class Counsel specified  
18 above, no fees or funds shall be paid to any other counsel representing any Settlement Class  
19 Members.

20          26.     The Court hereby dismisses the Action against Defendant, including all claims  
21 against said Defendant, with prejudice, without costs to any party, except as expressly provided  
22 for in the Settlement.

23          27.     Finding that there is no just reason for delay, the Court orders that this Final  
24 Approval Order shall constitute a final judgment pursuant to CR 58 that is binding on the  
25 settling parties and the Settlement Class.

26

1 **IT IS HEREBY ORDERED.**

2 DATED this 7 day of Nov., 2019.

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6 HONORABLE DAVID E. GREGERSON  
7 CLARK COUNTY SUPERIOR COURT JUDGE  
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# **EXHIBIT 3**

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

JULIUS TERRELL, as an individual and as a  
representative of the class,

Plaintiff,

v.

COSTCO WHOLESALE CORP.,

Defendant.

NO. 16-2-19140-1 SEA

~~[PROPOSED]~~ ORDER APPROVING  
AWARD OF ATTORNEYS' FEES AND  
COSTS

THIS MATTER came before the Court on June 15, 2018, on Plaintiff's Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Service Award. On June 15, 2018, the Court entered an order granting final approval of the Class Settlement, approving payment of the requested attorney's fees, costs and costs of settlement administration, and awarding a class representative service award. The Court makes the following additional findings regarding its award of attorneys' fees, costs and service award.

The Court heard oral argument on June 15, 2018, and has considered the following submissions:

- 1 1. Plaintiff's Motion for Attorneys' Fees, Costs, and Class Representative Service
- 2 Award;
- 3 2. The Declaration of E. Michelle Drake in support of Plaintiff's Motion for
- 4 Attorneys' Fees, Costs, and Class Representative Service Award;
- 5 3. The Declaration of Jennifer M. Keough Regarding Notice Administration and
- 6 Administration Costs; and
- 7 4. Plaintiff's Motion for Final Approval of Class Action Settlement and supporting
- 8 documentation.

9 Based on the foregoing, the Court makes the following FINDINGS AND  
10 CONCLUSIONS:

- 11 1. Class Counsel is highly qualified. Berger & Montague, P.C. and Terrell  
12 Marshall Law Group, are class action litigators with nationally known reputations, and  
13 extensive experience litigating Fair Credit Reporting Act cases.
- 14 2. Throughout the litigation, Class Counsel provided high quality representation in  
15 a case that turned out to be quite complex.
- 16 3. Class Counsel obtained an excellent result for the Settlement Class. Class  
17 Counsel's work lead to the creation of a \$2.49 million common fund. Nearly 20% of the Class  
18 submitted claims, and each class member who submitted a claim will be paid an estimated \$63.  
19 These results exceed those achieved in similar cases.
- 20 4. The Settlement created a common fund for the benefit of class members.  
21 Accordingly, the Court finds that the percentage of the fund method is the appropriate method  
22 to use in determining the appropriate fee award in this case. *Bowles v. Wash. Dep't of Ret. Sys.*,  
23 121 Wn.2d 52, 72, 847 P.2d 440 (1993).
- 24 5. An attorneys' fee award equal to one-third of a common fund is appropriate in  
25 cases litigated under the Fair Credit Reporting Act. *King v. Gen. Info. Serv., Inc.*, No. 10-cv-  
26 6850, ECF No. 126 (E.D. Penn. Nov. 4, 2014) (awarding counsel one-third of fund in FCRA

1 class action); *Ford v. CEC Entm't Inc.*, No. 14CV677 JLS (JLB), 2015 WL 11439033, at \*1  
2 (S.D. Cal. Dec. 14, 2015) (awarding fee of one-third in FCRA class action); *Razilov v.*  
3 *Nationwide Mut. Ins. Co.*, No. 01-CV-1466-BR, 2006 WL 3312024, at \*1 (D. Or. Nov. 13,  
4 2006).

5 6. The Court has considered the factors set forth in Washington Rule of  
6 Professional Conduct 1.5(a) in concluding that the requested fee is reasonable. Specifically:

- 7 a. The case raised novel and difficult questions of law, which demanded  
8 litigators with the skill and experience of Class Counsel.  
9 b. Class Counsel's work on this matter precluded work on other matters.  
10 c. A one-third fee in contingency cases is customary in this county.  
11 d. The excellent results obtained and the amount of time involved support  
12 the award.

13 7. While the Court concludes that the percentage-of-the-fund method is appropriate  
14 here, the Court concludes that the lodestar method confirms that the requested fee is reasonable.  
15 Class Counsel devoted over 513 hours to the investigation, development, litigation and  
16 resolution of this case, incurring over \$222,400.30 in lodestar. The Court has reviewed Class  
17 Counsel's contemporaneous billing records documenting the hours worked and finds the hours  
18 expended reasonable.

19 8. Class Counsel calculated their lodestar using reasonable hourly rates.

- 20 a. The following hourly rates billed by Berger and Montague are  
21 reasonable given the experience and skill of counsel:

22

| Timekeeper                                  | Experience                           | Rate        |
|---|--------------------------------------|-------------|
| E. Michelle Drake                           | Partner with 17 years of experience  | \$700       |
| Joseph Hashmall                             | Associate with 7 years of experience | \$515       |
| John Albanese                               | Associate with 6 years of experience | \$430       |
| Jean Hibray, Jean Ebersperger and Mai Xiong | Paralegals                           | \$230-\$280 |

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1           b.       The following hourly rates billed by Terrell Marshall Law Group are  
2                   reasonable given the experience and skill of counsel:

| Timekeeper  | Experience                            | Rate       |
|---|---------------------------------------|------------|
| Beth E. Terrell   | Partner with 23 years of experience.  | \$500      |
| Amanda M. Steiner   | Partner with 21 years of experience.  | \$495      |
| Jennifer R. Murray  | Partner with 13 years of experience.  | \$450      |
| Maria C. Hoisington                                       | Associate with 2 years of experience. | \$225      |
| Bradford Kinsey, Holly Rota, Hannelore Ohaus, Samuel Levy | Paralegals and legal assistants.      | \$75-\$100 |

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10       9.       Similar rates have been approved numerous times in class action cases brought  
11 in both the Western District of Washington and King County Superior Court. See, e.g., *Carideo*  
12 *v. Dell, Inc.*, No. 06-cv-01772, ECF No. 162 (W.D. Wash. Dec. 17, 2010) (Judge Robart  
13 approving as reasonable a fee petition which included rates ranging from \$175 to \$600);  
14 *Barnett v. Wal-Mart Stores, Inc.*, No. 01-2-24553-8 (King Co., July 20, 2009) (Judge Spector  
15 approving fee request based on rates ranging from \$100 to \$760); *Splater v. Thermal Ease*  
16 *Hydronic Systems, Inc.*, No. 03-2-33553-3 (King Co., July 31, 2009) (Judge Washington  
17 approving fee request based on rates ranging from \$100 to \$760); *Hartman v. Comcast*  
18 *Business Communications, LLC*, No. 10-0413, ECF No. 106 (W.D. Wash Dec. 8, 2011) (Judge  
19 Lasnik approving Plaintiff's counsel's fee request based on rates ranging from \$180 to \$650).  
20 Class Counsel are experienced, highly regarded members of the bar with extensive expertise in  
21 the area of class actions and complex litigation involving Fair Credit Reporting Act claims like  
22 those at issue here. Their requested hourly rates are reasonable in light of their qualifications  
23 and experience.

24       10.       Class Counsel's requested fee of \$830,000 represents a 3.73 multiplier on their  
25 total lodestar to date. This requested multiplier is reasonable considering that counsel is seeking  
26 one-third of the common fund created through the Settlement. See *Bowles*, 121 Wn.2d at 72-73  
(approving multiplier of three where plaintiff's fee request was found reasonable using

1 percentage-of-the-fund method); see *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051, n. 6  
2 (9th Cir. 2002) (finding that in approximately 83% of cases surveyed by the court, the  
3 multiplier was between 1.0 and 4.0 and affirming a multiplier of 3.65); *McIntosh v. McAfee,*  
4 *Inc.*, No. 06-cv-7694, 2009 WL 673976, at \*2 (N.D. Cal. 2009) (recognizing a range from “2 to  
5 4 or even higher”); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 298 (N.D. Cal.  
6 1995) (“[m]ultipliers in the 3-4 range are common”).

7 11. Class Counsel assumed significant risk in this case, a factor which further  
8 justifies the requested multiplier. Class Counsel took this case on a contingency basis and have  
9 devoted nearly two years to prosecuting it with no guarantee they would ever be paid for their  
10 efforts. A review of the motions pending before this Court prior to settlement more illustrates  
11 the risk Counsel took in taking on this case. Both the delay in payment and the risk involved in  
12 this kind of case justify the multiplier requested here.

13 12. Class Counsel’s requested costs are also reasonable. Counsel submitted detailed  
14 and itemized cost records to the Court, which the Court has reviewed, and approved.

15 13. The Settlement Administrator’s fee request is also reasonable. The  
16 Administrator submitted a declaration describing the services performed in providing notice to  
17 Class Members, processing claims, and answering Class Member inquires, among other tasks.  
18 The fee charged for these services was reasonable, and is approved.

19 14. The Class Representative’s requested service payment is also reasonable.  
20 Plaintiff assisted in the investigation, litigation and settlement of this case, and a \$3500 service  
21 payment for his assistance to the Class is reasonable and appropriate.

22 **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

23 The following payments in connection with the Settlement may be deducted from the  
24 settlement fund in accordance with the Court’s Final Approval Order and the Settlement  
25 Agreement:

1 (1) attorneys' fees to Class Counsel in the amount of \$830,000, which is one-third  
2 of the settlement fund;

3 (2) reimbursement of Class Counsel's out-of-pocket costs in the amount of  
4 \$17,780.12;

5 (3) reimbursement of the Settlement Administrator's expenses in an amount not to  
6 exceed \$179,822 to JND Administration; and

7 (4) a Class Representative Service Award of \$3,500 to Plaintiff Julius Terrell.

8 IT IS HEREBY ORDERED.

9 DATED this 19<sup>th</sup> day of June, 2018.



11  
12 HONORABLE MARY E. ROBERTS  
13 KING COUNTY SUPERIOR COURT JUDGE

14 *Presented by:*

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