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

ULISES LOPEZ, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

HOBAN & ASSOCIATES, LLC a Washington
Limited Liability Company d/b/a COAST
PROPERTY MANAGEMENT, COAST
SCREENING SERVICES, COAST
COLLECTION SERVICES, COAST
MANAGEMENT COMPANY, INC. (CMC);
and CANYON BLUFFS INVESTORS VII-1,
LLC, a Washington limited liability company,

Defendants.

NO. 20-2-01929-32

**MEMORANDUM IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR AWARD OF ATTORNEYS' FEES
AND COSTS, AND SERVICE AWARD**

I. INTRODUCTION

Class Representative, Ulises Lopez, on behalf of himself and all others similarly
situated, commenced this lawsuit via service of the Summons and Complaint (the "Action") on
April 28, 2020, against Defendant Hoban & Associates, LLC, d.b.a. Coast Property
Management ("Coast"), and Canyon Bluffs Investors VII-1 (collectively referred to hereafter
with Coast as "Defendants") alleging violations of Washington's Residential Landlord Tenant
Act, RCW 59.18, *et seq.*, ("RLTA") and that Defendants were unjustly enriched. (Sub Number

MEMORANDUM IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR AWARD OF
ATTORNEYS' FEES AND COSTS, AND SERVICE
AWARD - 1

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1 “SN” 1). The alleged violations arise from Defendants’ practice of charging prospective tenants
2 a fee and collecting information from them without first providing required tenant screening
3 disclosures in violation of RCW 59.18.257. Mr. Lopez also brought causes of action for
4 violations of Washington’s Fair Credit Reporting Act, RCW 19.182, *et seq.*, and Consumer
5 Protection Act, RCW 19.86, *et seq.*, although certification of those claims was not pursued due
6 to questions of numerosity.

7 The Court granted Mr. Lopez’s contested motion to certify this matter as a class action
8 on February 17, 2023. (SN 101). After a lengthy discovery period necessary for Defendants to
9 determine the identity of the Class Members (*see e.g.*, SN 106, SN 116, SN 137, SN 177, SN
10 187), the parties participated in a full-day mediation, through which a class-wide Settlement
11 Agreement was reached. (SN 206, ¶ 5).

12 This Court preliminarily approved the parties’ Class Settlement Agreement as fair and
13 reasonable on February 6, 2026. (SN 208). Consistent with the Settlement Agreement, Class
14 Representative Ulises Lopez requests this Court award combined attorneys’ fees and costs of
15 \$466,667, and a combined statutory damages and class representative service award of \$10,000.
16 (SN 206, ¶ 5, Ex. 1, ¶¶ 12, 13). Defendants do not contest that these amounts should be awarded
17 to Class Counsel and Mr. Lopez.

18 The attorneys’ fees and service award requests are in-line with applicable law and are on
19 par with those approved in similar cases. The requests are supported by the specific facts of this
20 case, including the quality of the result achieved and contributions of Class Counsel and Mr.
21 Lopez to accomplish that result. The \$1.4 million all-cash, non-reversionary settlement is an
22 excellent outcome for Settlement Class Members, as they need not even submit a claim form to
23 receive a *pro rata* payment. (SN 206, ¶ 9).

1 To achieve this exemplary result for the Class Members, Mr. Lopez and Class Counsel
2 vigorously litigated this case for six (6) years. Class Counsel assumed the financial risk
3 associated with contingent fee litigation and demonstrated their expertise and skill in this
4 specialized area of practice by effectively litigating and ultimately resolving this case. Class
5 Counsel and Mr. Lopez devoted a substantial number of hours to the prosecution of this case.
6 (SN 206, ¶¶ 4, 5; Sutherland Dec. ISO Unopposed Mot. for Atty Fees and Costs, and Service
7 Award “Sutherland Dec.,” ¶ 14, Ex. A, ¶ 19; Cameron Dec. Re: Atty Fees “Cameron Dec.,” ¶¶
8 4-5). The substantial benefits for the Settlement Class would not have been obtained without
9 Class Counsel’s time and efforts, and Mr. Lopez’s dedication to the action and the Settlement
10 Class. Accordingly, Mr. Lopez respectfully requests the Court grant his motion.

11 II. ARGUMENT AND AUTHORITY

12 A. Class Counsel and Mr. Lopez vigorously litigated on behalf of the Class and 13 negotiated an excellent settlement for Class Members.

14 After this case was commenced nearly six years ago, Class Counsel and Mr. Lopez
15 investigated Defendants’ business practices, engaged in extensive discovery and contested
16 motion practice, and reviewed and analyzed documents and data to ascertain a reasonable range
17 of damages. (SN 206, ¶ 4, Sutherland Dec., ¶ 19). To finally resolve this matter, Class Counsel
18 and Mr. Lopez engaged in mediated negotiations with the Defendants and their counsel with the
19 highly regarded mediator, Louis Peterson. (SN 206, ¶ 5). In addition, in order to bring this
20 matter to a final conclusion, Class Counsel will continue to dedicate substantial time
21 representing this matter by assisting in class administration and presenting several necessary
22 pleadings to the Court so this matter may be approved. (Sutherland Dec., ¶ 17; Cameron Dec., ¶
23 11).

1 The parties' class-wide Settlement Agreement requires Defendants to establish a
2 settlement fund in the amount of \$1,400,000, which will pay Class Members, class
3 administration costs, a class representative service award, and attorneys' fees and costs. (SN
4 206, ¶ 5, Ex. 1, ¶ 7). If the Court approves the Settlement Agreement, \$853,330 will be divided
5 evenly amongst approximately 30,963 Class Members, resulting in a payment of \$27.56 to each
6 Class Member who does not affirmatively opt-out of the settlement. (SN 206, ¶ 7). This
7 Settlement Agreement exceeds the relief obtained and approved in a nearly identical matter
8 represented by Class Counsel in the Spokane County Superior Court. *See Daley v. Avenue5*
9 *Residential, LLC*, Spokane Superior Court Cause No. 19-2-04154-32 at SN 70 and SN 65
10 (finally approving class settlement in an RCW 59.18.257 case that paid those class members
11 approximately \$22.68 each). Given the dearth of case law on RCW 59.18.257, its two-sided fee-
12 shifting and limited and discretionary damages provision, and the Defendants' ability to pay,
13 this result is exceptional.

14 As part of the Settlement Agreement, Defendants affirmed that they do not oppose a
15 combined attorneys' fees and cost award of \$466,667 and a combined statutory damage and
16 service award of \$10,000 to Mr. Lopez. (SN 206, ¶¶ 12, 13). The Defendants also agreed to pay
17 all class administration costs under \$70,000 which the parties are on track to accomplish. (SN
18 206, ¶ 10). And finally, as part of the Settlement Agreement, Defendants have agreed to fully
19 comply with RCW 59.18.257's requirements going forward. (SN 206, ¶ 7).

20 **B. Mr. Lopez requests a reasonable award of attorneys' fees and costs.**

21 "Attorneys' fees provisions included in proposed class action settlement agreements are,
22 like every other aspect of such agreements, subject to the determination whether they are

23 'fundamentally fair, adequate, and reasonable.'" *Staton v. Boeing Co.*, 327 F.3d 938, 963 (9th

1 Cir. 2003) (quoting Fed. R. Civ. P. 23(e)). “The plain text of [Fed. R. Civ. P. 23(h)] requires
2 that any class member be allowed an opportunity to object to the fee ‘motion’ itself.” *In re*
3 *Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 993-994 (9th Cir. 2010). Class Counsel
4 have submitted their fee motion in advance of final approval, as required by *In re Mercury*
5 *Interactive Corp.*, and will address any objections from Class Members (if any) in Mr. Lopez’s
6 Motion for Final Approval.

7 **1. The percentage-of-recovery method is the proper method for determining a**
8 **reasonable attorneys’ fee in this case.**

9 As this case concerns a Washington state statute, Washington state law governs the
10 award of fees in this case. *See Ginzkey v. Nat’l Sec. Corp.*, 2022 U.S. Dist. LEXIS 202753, *2
11 (W.D. Wash. Nov. 3, 2022) (citing *Vizcaino v. Microsoft*, 290 F.3d 1043, 1047 (9th Cir. 2002)).
12 Under Washington law (absent special circumstances), the percentage-of-recovery method is
13 generally used to calculate fees in class actions where a common fund is created. *Id.*; *Bowles v.*
14 *Dep’t of Ret. Sys.*, 121 Wn.2d 52, 73 (1993) (Supreme Court rejected the defendant’s arguments
15 regarding application of Lodestar where there is a common benefit, stating: “We reject these
16 arguments. This being a common fund case, we apply the percentage of recovery approach. The
17 Department’s arguments relate only to the lodestar approach.”)

18 The *Bowles* Court explained that under this approach, “[t]he attorneys are to be
19 compensated according to the size of the judgment recovered, not the actual hours expended.”
20 *Id.* at 75. The rationale for applying the percentage method is explained in the *Manual for*
21 *Complex Litigation* as follows:

22 Indeed, one purpose of the percentage method is to encourage early
23 settlements by not penalizing efficient counsel, thus insuring that
24 competent counsel continues to be willing to undertake risky, complex,
25 and novel litigation. Generally, the factor given the greatest emphasis is

1 the size of the fund created, because a common fund is itself the measure
2 of success and represents the benchmark from which a reasonable fee
will be awarded.

3 See MCL 4th § 14.121 at 193; see also *Bowles*, 122 Wn.2d at 72 (“In common fund
4 cases, the size of the recovery constitutes a suitable measure of the attorneys’ performance.”).

5 In *Vizcaino*, the court noted the following:

6 The bar against risk multipliers in statutory fee cases does not apply to common
7 fund cases. Indeed, courts have routinely enhanced the lodestar to reflect the risk
8 of non-payment in common fund cases. This mirrors the established practice in
9 the private legal market of rewarding attorneys for taking the risk of nonpayment
10 by paying them a premium over their normal hourly rates for winning
contingency cases. In common fund cases attorneys whose compensation
11 depends on their winning the case[] must make up in compensation in the cases
they win for the lack of compensation in the cases they lose.

12 290 F.3d at 1051 (internal citation and quotation omitted).

13 The advantage of using the percentage-of-recovery method is also addressed in the well-
14 recognized class action treatise, *Newberg on Class Actions*. There, the author points out that
15 under the percentage of recovery method, the more the attorney succeeds in benefitting the
16 client, with the fewest number of legal hours expended to reach that result, the higher the dollar
17 amount of fees the lawyer earns.

18 One of the primary advantages of the POR [percentage of recovery]
19 method is that it is thought to equate the interests of class counsel with
those of the class members and encourage class counsel to prosecute the
20 case in an efficient manner.

21 Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* 14:06, at 566-67
(4th ed. 2002).

22 Washington authority provides a range of 25 to 40 percent of the total common fund as a
23 reasonable attorneys’ fees award. See, e.g., *Ginzkey*, 2022 U.S. Dist. LEXIS 202753, *3-4
(W.D. Wash. Nov. 3, 2022) (approving 40 percent of the \$1.86 million common fund as

1 attorneys' fee award); *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 457, 460, 463 (9th Cir.
2 2000) (affirming 33.33 percent of the total recovery as attorneys' fees award); *In re Pac. Enters.*
3 *Secs. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33 percent of common fund at
4 attorneys' fees award); *see also Bowles*, 121 Wn.2d at 72 (attorneys' fee awards in the range of
5 20 to 30 percent of the fund are common); *and see In re Ampicillin Antitrust Litig.*, 526 F. Supp.
6 494, 500 (D.D.C. 1981) (awarding 45 percent of \$7.3 million settlement fund as attorneys'
7 fees).

8 **2. Class Counsel litigated the case on a contingency basis and assumed a**
9 **significant risk of no recovery.**

10 Mr. Lopez's attorneys' fee request reflects the risks presented by this case and Class
11 Counsel's wholly contingent representation of the matter. *In re Online DVD-Rental Antitrust*
12 *Litig.*, 779 F.3d 934, 954-55 (9th Cir. 2015); *Vizcaino*, 290 F.3d at 1048; *see also Jenson v.*
13 *First Trust Corp.*, No. CV 05-3124, 2008 WL 11338161, at *12 (C.D. Cal. June 9, 2008)
14 ("Uncertainty that *any* recovery ultimately would be obtained is a highly relevant consideration.
15 Indeed, the risks assumed by Counsel, particularly the risk of non-payment or reimbursement of
16 expenses, is important to determining a proper fee award." (internal citation omitted)).

17 Class Counsel represented Mr. Lopez and the Settlement Class entirely on a contingent
18 basis, investing more than 520 hours and thousands of dollars in costs over the course of six
19 years. (Sutherland Dec., ¶¶ 6, 16, ¶ 14, Ex. A; Cameron Dec., ¶ 4, Ex. A). Courts recognize that
20 "contingent fees that may far exceed the market value of the services if rendered on a non-
21 contingent basis are accepted in the legal profession as a legitimate way of assuring competent
22 representation for plaintiffs who could not afford to pay on an hourly basis regardless of

1 whether they win or lose.” *In re Wash. Public Power Supply Sys. Sec. Litig.*, 19 F.3d 1291,
2 1299 (9th Cir. 1994).

3 Here, recovery was far from certain, in large part because case law concerning RCW
4 59.18.257 is entirely undeveloped. In fact, there are no published cases interpreting the statute’s
5 requirements and provisions. As such, should the matter have proceeded to dispositive motions
6 or trial, there existed a risk of losing the case entirely and recovering nothing for the Class
7 Members.

8 Due to this risk, Class Counsel also faced the very real possibility they would not
9 recover any fees or be reimbursed any costs. *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d
10 1036, 1046–47 (N.D. Cal. 2008) (“The risk that further litigation might result in Plaintiffs
11 not recovering at all, particularly a case involving complicated legal issues, is a significant
12 factor in the award of fees.”). This factor weighs in favor of approving Class Counsel’s fee
13 request.

14 Here, Mr. Lopez requests, and Defendants do not contest and agree to pay Class
15 Counsel’s request for 33.33 percent of the total common fund as an award of attorneys’ fees and
16 costs. That percentage is well within the range of acceptable percentage-of-the-recovery case
17 law in Washington and should be approved.

18 **3. Applying the lodestar method as a crosscheck demonstrates that the request**
19 **for attorneys’ fees is reasonable.**

20 Because Class Counsel’s fee request is reasonable under the percentage-of-the-recovery
21 method, the Court is not required to conduct a lodestar crosscheck. *See Farrell v. Bank of Am.*
22 *Corp., N.A.*, 827 F. App’x 628, 630 (9th Cir. 2020) (“This Court has consistently refused to
23 adopt a crosscheck requirement, and we do so once more.”). However, courts may use a rough

1 calculation of the lodestar as a crosscheck to assess the reasonableness of an attorneys' fees
2 award based on the percentage-of-recovery method. *See Vizcaino*, 290 F.3d at 1050 (“[W]hile
3 the primary basis of the fee award remains the percentage method, the lodestar may provide a
4 useful perspective on the reasonableness of a given percentage award.”); *see also Glass v. UBS*
5 *Fin. Servs.*, 331 F. App’x 452, 456-57 (9th Cir. 2009) (affirming fee award of 25 percent of a
6 settlement fund with an “informal” lodestar crosscheck despite “the relatively low time-
7 commitment by plaintiff’s counsel” because “the district court did not abuse its discretion in
8 giving weight to other factors, such as the results achieved for the class and the favorable timing
9 of the settlement”).

10 Under the lodestar approach, a court multiplies “a reasonable hourly rate by the number
11 of hours reasonably expended on the matter.” *Mahler v. Szucs*, 135 Wn.2d 398, 434 (1998);
12 *Scott Fetzer Co. v. Weeks*, 122 Wn.2d 141, 147 (1993); *Bowers v. Transamerica Title Ins. Co.*,
13 100 Wn.2d 581, 597 (1983). When attorneys have an established rate for billing clients, that rate
14 will likely be a reasonable rate. *Id.* at 597; *McGreevy v. Oregon Mut. Ins. Co.*, 90 Wn. App.
15 283, 293 (1998). The rates of comparably skilled law firms are a likely basis for a reasonable
16 hourly fee. *Id.*

17 Once the lodestar is determined, courts may adjust the amount to account for several
18 factors, such as the benefit obtained for the class, the risk of nonpayment, the complexity and
19 novelty of the issues presented, and awards in similar cases. *See In re Bluetooth Headset Prods.*
20 *Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011). “Foremost among these considerations ... is the
21 benefit obtained for the class.” *Id.* “The aim is to ‘do rough justice, not to achieve auditing
22 perfection.’” *Gutierrez v. Amplify Energy Corp.*, No. 8:21-CV-01628, 2023 WL 6370233, at *6
23 (C.D. Cal. Sept. 14, 2023) (citation omitted).

1 Courts approach multipliers differently when the lodestar method is used as a crosscheck
2 because they “are not bound by the Supreme Court’s rulings that limit multiplied lodestars in
3 the fee shifting context.” 5 Newberg on Class Actions § 15:91 (6th ed. Nov. 2023 update); *see*
4 *also Vizcaino*, 290 F.3d at 1051 (“courts have routinely enhanced the lodestar to reflect the risk
5 of non-payment in common fund cases”). Multipliers are therefore commonplace when courts
6 use the lodestar method to cross-check a percentage-of-the-recovery fee. 5 Newberg § 15:49
7 (“In common fee cases, fee adjustments—or multipliers—are common.”). As the Washington
8 Supreme Court has recognized, “[t]he experience of the marketplace indicates that lawyers
9 generally will not provide legal representation on a contingent basis unless they receive a
10 premium for taking that risk.” *Bowers*, 100 Wn.2d at 598 (citation omitted); *see also* 5 Newberg
11 § 15:91 (“[B]ecause most class suits are contingent fee cases in which counsel only get paid if
12 they prevail, a bonus is generally defensible on the ground that it provides an incentive that
13 encourages lawyers to undertake such work—absent some ‘upside’ on their loan of services to
14 their clients, they would have no economic reason to invest in such cases.”).

15 The lodestar-multiplier method confirms the propriety of the requested fee in this matter.
16 Class Counsel submitted detailed declarations and time records with this motion. The
17 declaration describe Class Counsel’s background, and that their rates are based on their
18 experience, skill, sophistication, and risk required to perform plaintiff class action work, and the
19 rates customarily charged in this specialized field of representation. The time records provided
20 include the detailed number of hours expended, the work performed, and the attorney or staff
21 member who performed the work.

1 a. Class Counsel expended a reasonable number of hours litigating this case.

2 The more than 520 hours that Class Counsel devoted to investigation, discovery, motion
3 practice, and achieving a favorable settlement, as well as time to push the case through final
4 approval, is reasonable. *See Moreno v. City of Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008)
5 (“The number of hours to be compensated is calculated by considering whether, in light of the
6 circumstances, the time could reasonably have been billed to a private client.”).

7 After the Complaint was filed, Class Counsel engaged in extensive discovery, contested
8 motion practice, reviewed and analyzed documents and data to ascertain a reasonable range of
9 damages, and engaged in extensive mediated settlement negotiations with the Defendants. (SN
10 206, ¶ 4; Sutherland Dec., ¶ 14, Ex. A; Cameron Dec., ¶ 4, Ex. A). Moreover, Class Counsel
11 will continue to assist in administration of the class and draft and present significant pleadings
12 to allow the Court and the Class Members to assess the fairness of the Settlement. (Sutherland
13 Dec., ¶ 17; Cameron Dec., ¶ 11).

14 Class Counsel have produced their time sheets reflecting an accurate accounting of the
15 hours litigating this matter over the last six (6) years, in this entirely contingent fee case.
16 (Sutherland Dec., ¶ 6, ¶14, Ex. A; Cameron Dec., ¶ 4, Ex. A). As the Ninth Circuit noted,
17 “lawyers are not likely to spend unnecessary time on contingency cases in the hope of inflating
18 their fees. The payoff is too uncertain, as to both the result and the amount of the fee.” *Moreno*,
19 534 F.3d at 1112. Thus, “[b]y and large, the court should defer to the winning lawyer’s
20 professional judgment as to how much time was required to spend on the case; after all, he won,
21 and might not have, had he been more of a slacker.” *Id.* Here, Class Counsel’s hundreds of
22 hours of representation were necessary and well spent. Class Counsel prevailed on multiple

1 motions including ones to compel class discovery and to certify the class, and they ultimately
2 resolved this case on excellent terms for the Class Members.

3 b. Class Counsel's hourly rates are consistent with rates for similar class action
4 plaintiff attorneys of comparable skill, experience, and reputation.

5 In determining a reasonable rate, the court considers the "experience, skill and
6 reputation of the attorney requesting fees." *Trevino v. Gates*, 99 F.3d 911, 924 (9th Cir. 1996).
7 Courts also look at the prevailing market rates in the relevant community, which is the forum in
8 which the district court sits. *Gonzalez v. City of Maywood*, 729 F.3d 1196, 1205 (9th Cir. 2013).
9 Courts approve rates that are comparable to "the fees that private attorneys of an ability and
10 reputation comparable to that of prevailing counsel charge their paying clients for legal work of
11 similar complexity." *Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 946 (9th Cir. 2007); *see also*
12 *Dang v. Cross*, 422 F.3d 800, 813 (9th Cir. 2005) (hourly rates are reasonable if they fall within
13 the range of "prevailing market rates in the relevant community" given "the experience, skill,
14 and reputation of the attorney"). Courts consider declarations from plaintiffs' counsel and fee
15 awards in other cases as evidence of prevailing market rates. *Welch*, 480 F.3d at 947.

16 Mr. Sutherland and Mr. Cameron have previously been approved at a rate of \$625 per
17 hour in the Spokane County Superior Court for class action contingency work. (Sutherland
18 Dec., ¶ 11; Cameron Dec., ¶ 9); *Dirk v. RC Schwartz & Associates, Inc.*, SCSC No. 23-2-03085-
19 32 at SNs 29, 38. As plaintiff class action contingent representation is complex, niche, and
20 fraught with risk, Washington courts have regularly approved reasonable hourly rates for firm
21 partners prosecuting successful class actions of up to \$1,180, associate attorneys up to \$710,
22 paralegals up to \$450, legal assistants up to \$285, and law clerks up to \$250. *See Final Approval*
23 *Order and Judgment, Moore and Gillette v. Robinhood Financial LLC*, 2:21-cv-01571- BJR

1 (W.D. Wash. July 16, 2024) at ECF Nos. 98, 99, 108 (approving requested billing rates for
2 plaintiff attorney partners at \$1,180, \$775, and \$725 per hour, senior counsel at \$740 per hour,
3 associate attorney with three years less experience than Class Counsel here at \$710 per hour,
4 paralegal rates from \$225 to \$450 per hour, and law clerks at \$250 per hour); *Berman v.*
5 *Freedom Financial Network, LLC*, No. 4:18-cv-01060-YGR (N.D. Cal. Feb. 23, 2024) (ECF
6 368 at 8-11) (approving Washington based law firm partner rates from \$725 to \$775 and staff
7 rates from \$125 to \$295); *Rinky Dink v. World Business Lenders, LLC*, No. 2:14-cv-0268-JCC
8 (W.D. Wash. May 31, 2016), ECF No. 92 at 7-8 (ten years ago approving partner rates of \$500 -
9 \$650 per hour, paralegal rates of \$250, and litigation staff rates of \$100-\$200 per hour); *see also*
10 *Brazile v. Comm'r of Soc. Sec.*, No. C18-5914-JLR, 2022 WL 503779, at *3 (W.D. Wash. Feb.
11 18, 2022) (noting “that fee awards with hourly rates exceeding \$1,000 have been approved by
12 courts in this district on numerous occasions,” and citing cases). Moreover, certain *non-*
13 *contingent* defense counsel in Eastern Washington charge more than Plaintiff’s counsel’s
14 contingent rates to defend class actions. (Sutherland Dec., ¶ 13).

15 Class Counsel’s contingent class action hourly rate of \$675 and paralegal/legal assistant
16 hourly rates of \$195 are well within the prevailing market range. (Sutherland Dec., ¶¶ 13, 15).
17 Class Counsel have provided the Court with declarations describing the basis for their hourly
18 rates, including their education, legal experience, and reputation in the legal community. Class
19 Counsel set the rates for attorneys and staff members based on a variety of factors, including the
20 experience, skill and sophistication required for the types of legal services typically performed,
21 the rates customarily charged in the market, and the experience, reputation and ability of the
22 attorneys and staff members. (Sutherland Dec., ¶¶ 4-13). Because Class Counsel’s billing rates

1 are in line with rates approved in Washington state for class action contingency work, Class
2 Counsel's hourly rates are reasonable:

3 c. The requested multiplier is reasonable.

4 In the Ninth Circuit, multipliers "ranging from one to four are frequently awarded," in
5 class action litigation. *Vizcaino*, 290 F.3d at 1051 n.6. Courts find higher multipliers appropriate
6 when using the lodestar method as a crosscheck for an award based on the percentage method.
7 *See, e.g., Steiner v. Am. Broad Co., Inc.*, 248 F. App'x 780, 783 (9th Cir. 2007) (finding a
8 multiplier of approximately 6.85 to be "well within the range of multipliers that courts have
9 allowed" when crosschecking a fee based on a percentage of the fund); *Van Vranken v. Atl.*
10 *Richfield Co.*, 901 F. Supp. 294, 298-99 (N.D. Cal. 1995) (finding that a multiplier of 3.6 was
11 "well within the acceptable range" and explaining that "[m]ultipliers in the 3-4 range are
12 common"); *Maley v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358 (S.D.N.Y. 2002) (finding a
13 "modest multiplier of 4.65 is fair and reasonable" when cross-checking a fee of 1/3 of the
14 settlement fund).

15 The Washington Supreme Court has stated that an "award of fees under the percentage
16 of recovery theory is not improper merely because it is three times the lodestar amount."
17 *Bowles*, 121 Wn.2d at 73 (citing *In re GNC S'holder Litigation: All Actions*, 668 F. Supp. 450,
18 451 (W.D. Pa. 1987).

19 Class Counsel undertook this litigation with substantial risk that they might not obtain
20 any recovery for Mr. Lopez and the Settlement Class, a significant factor in the award of fees.
21 *See Omnivision*, 559 F. Supp. 2d at 1047; *In re Wash. Pub. Power Supply Sys. Secs. Litig.*, 19
22 F.3d at 1299-1301. As endorsed by the Ninth Circuit, the risk associated with contingent

1 representation and litigation is an important, if not the foremost, factor in determining the
2 attorneys' fee percentage award. *See Vizcaino*, 290 F.3d at 1048-49 (that the case is "fraught
3 with risk and recovery is far from certain" is "a relevant circumstance" that courts must take
4 into account).

5 Class Counsel are all too aware of the risk of non-payment in contingent fee cases as
6 they have been involved in numerous consumer rights cases that for assorted reasons were
7 either dismissed or not certified. (Sutherland Dec., ¶ 12; Cameron Dec., ¶ 7). In cases like those,
8 Class Counsel received no payment for the firm's services and lost all the money spent on
9 expenses. (Sutherland Dec., ¶ 12; Cameron Dec., ¶ 7). Despite these risks, and prior
10 disappointments, Class Counsel invested significant resources and time to successfully litigate
11 this matter. (Sutherland Dec., ¶¶ 14-17). Class Counsel obtained a substantial and meaningful
12 recovery for the Class. As the Ninth Circuit has observed "[c]ontingent fees that may far exceed
13 the market value of the services if rendered on a non-contingent basis are accepted in the legal
14 profession as a legitimate way of assuring competent representation for plaintiffs who could not
15 afford to pay on an hourly basis regardless, whether they win or lose." *In re Wash. Pub. Power*
16 *Supply Sys. Secs. Litig.*, 19 F.3d at 1299.

17 Here, Class Counsel as a lodestar crosscheck to the reasonableness of the attorneys'
18 fees, a multiplier of no more than 1.2 would need to be applied to reach the requested 33.33
19 percent percentage-of-the-recovery award amount of \$466,667. Such a multiplier is far below
20 the multiplier routinely applied when crosschecking the reasonableness of attorney's fees
21 awarded pursuant to the percentage-of-the-recovery method.

22 ///

23 ///

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1 by the class representative as a result of the litigation. *Carideo v. Dell, Inc.*, No. 06-CV-01772-
2 PET, 2010 WL 11530555, at 3 (W.D. Wash. Dec. 17, 2010).

3 Class Representative Ulises Lopez requests a combined statutory damage and service
4 award payment of \$10,000 in recognition of his service to the Class. (SN 206, ¶ 12). His
5 requested service award is on par with service awards previously awarded in the Spokane
6 County Superior Court and the Ninth Circuit. *See, e.g., Daley v. Avenue5*, SCSC No. 19-2-
7 04154-32 (Aug. 5, 2022) (approving class incentive award of \$10,000 in an almost identical
8 class action as the one at bar); *Hughes v. Microsoft Corp.*, C98-1646C, 93-0178C, 2001 WL
9 34089697, at *12-*13 (W.D. Wash. Mar. 26, 2001) (approving incentive awards of \$7,500,
10 \$25,000, and \$40,000); *Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d 1322, 1330 (W.D. Wash.
11 2009) (awarding \$7,500 payments to four different class representatives); *Veridian Credit*
12 *Union v. Eddie Bauer LLC*, No. 2:17-CV-00356 JLR, 2019 WL 5536824, at 3 (W.D. Wash.
13 Oct. 25, 2019) (approving service award of \$10,000); *Morris v. FPI Mgmt., Inc.*, No. 2:19-CV-
14 0128-TOR, 2022 WL 3013076, at *7 (E.D. Wash. Feb. 3, 2022) (approving service award of
15 \$10,000).

16 Here, Mr. Lopez, for nearly six (6) years, assisted Class Counsel in investigating the
17 Defendants' practices, drafting the complaint, answering discovery, participating in motion
18 practice, and mediating an agreed settlement in this matter. (Sutherland Dec., ¶ 19). He also
19 rejected an individual offer of judgment so that he could pursue a positive result for all class
20 members and not just himself. In doing so, given the undeveloped case law on offers of
21 judgment in class actions at the time, he risked having to pay substantial defense costs should he
22 have ultimately lost this case. Furthermore, the primary claim at issue in this litigation provides

23 for two-sided fee-shifting. *See* RCW 59.18.257(3). As such, if Mr. Lopez was unsuccessful with
24 MEMORANDUM IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR AWARD OF
ATTORNEYS' FEES AND COSTS, AND SERVICE AWARD - 17
25 Cameron Sutherland, PLLC
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1 his claims, he risked potential catastrophic personal financial ruin. Such risks taken by Mr.
2 Lopez for the benefit of over 30,000 Class Members should be acknowledged and rewarded,
3 and the requested \$10,000 service award should be approved.

4 **E. Defendants do not contest the attorneys' fees and service award requests**
5 **and have agreed to pay them, so no substantial objections are anticipated.**

6 Defendants do not oppose Mr. Lopez's requests for attorneys' fees and costs and a
7 service award. In addition, Class Counsel anticipates that the reaction of the class members to
8 the Settlement Agreement will be overwhelmingly positive. Although Class Members still have
9 ample time to object or opt out, it is highly unlikely in Class Counsel's experience that many, if
10 any, will do so. If there are any objections, they will be brought to the Court's attention prior to
11 the final fairness hearing and addressed at that time.

12 **III. CONCLUSION**

13 For the foregoing reasons, the Representative Plaintiff respectfully requests the Court
14 grant the motion approving \$466,667 in combined attorneys' fees and costs and a service award
15 of \$10,000.

16 DATED this 9th day of March 2026.

17 CAMERON SUTHERLAND, PLLC

18
19 s/ Shayne J. Sutherland

20 Shayne J. Sutherland, WSBA No. 44593

21 Brian G. Cameron, WSBA No. 44905

22 *Attorneys for Plaintiff and Class*

23 MEMORANDUM IN SUPPORT OF PLAINTIFFS'
24 UNOPPOSED MOTION FOR AWARD OF
25 ATTORNEYS' FEES AND COSTS, AND SERVICE
AWARD - 18

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CERTIFICATE OF SERVICE

I hereby certify that I caused to be served upon counsel of record at the address and in the manner described below a copy of the document to which this certificate is attached for delivery to the following:

<p>Eliot M. Harris, WSBA #36590 Maxwell B. Glasson, WSBA #51948 WILLIAMS, KASTNER & GIBBS PLLC 601 Union Street, Suite 4000 Seattle, WA 98101-2380 Email: eharris@williamskastner.com mglasson@williamskastner.com</p> <p><i>Attorneys for Defendants Hoban & Associates, LLC d/b/a Coast Property Management, Coast Screening Services, Coast Collection Services, Coast Management Company, Inc. (CMC), and Canyon Bluffs Investors VII-1, LLC</i></p>	<p><input type="checkbox"/> Via E-Service <input type="checkbox"/> Via Hand Delivery/Legal Messenger <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via Electronic Mail <input type="checkbox"/> Via U.S. Mail <input type="checkbox"/> Via Overnight Courier</p>
<p>Dalton J. Reynolds, WSBA #54055 WINSTON & CASHATT LAWYERS, PS 601 West Riverside Ave., Suite 1900 Spokane, WA 99201 Tel: (509) 838-6131 Fax: (509) 838-1416 Email: djr@winstoncashatt.com</p> <p><i>Co-Counsel for Defendant Canyon Bluffs Investors VII-1, LLC</i></p>	<p><input type="checkbox"/> Via E-Service <input type="checkbox"/> Via Hand Delivery/Legal Messenger <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via Electronic Mail <input type="checkbox"/> Via U.S. Mail <input type="checkbox"/> Via Overnight Courier</p>

DATED this 9th day of March 2026.

s/ Shayne J. Sutherland
Shayne J. Sutherland, WSBA #44593

MEMORANDUM IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR AWARD OF
ATTORNEYS' FEES AND COSTS, AND SERVICE
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