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Honorable Nelson K.H. Lee
Hearing Date: January 24, 2025
Hearing Time: 9:00 a.m.
With Oral Argument

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

MICHAEL MEHOLIC, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SEATTLE ARENA COMPANY,

Defendant.

NO. 23-2-20824-2

PLAINTIFF'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES,
COSTS, AND SERVICE AWARD

Plaintiff Michael Meholic ("Plaintiff") submits this Motion for an Award of Attorneys' Fees, Costs, and Service Award. Plaintiff will submit a Proposed Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, which will include within it a proposed order granting this motion.

I. INTRODUCTION

Following the exchange of informal discovery, the Parties (Plaintiff Michael Meholic and Defendant Seattle Arena Company, collectively referred to as "Parties") engaged in settlement negotiations and reached a settlement in principle to resolve all of Plaintiff's and the proposed Class's claims against Defendant. The settlement is an outstanding result consisting of a non-reversionary common fund of \$162,917.16, the entire amount Defendant Seattle Arena Company ("hereinafter referred to as Defendant") collected in conjunction with the 3% fee described in the Complaint, as well as business practices commitments from Defendant.

1 Class Counsel has zealously prosecuted Plaintiff's and Class Members' claims, achieving
2 the Settlement Agreement only after extensive investigation, exchange of informal discovery,
3 and negotiations. After settlement, Class Counsel has continued working to finalize settlement
4 terms, the settlement agreement and associated exhibits, preliminary approval, administration of
5 the class, and final approval.

6 As compensation for the significant benefit conferred on the Settlement Class, Class
7 Counsel respectfully moves the Court for an award of attorneys' fees in the amount of \$57,500.00
8 and costs of \$990.66, which is to be paid by Defendant **separately** from the common fund. This
9 request should be approved because it is modest in comparison to the great benefit negotiated for
10 the Settlement Class and reasonable in light of the substantial risks presented in prosecuting this
11 action, the quality and extent of work conducted, and stakes of the case. The Court's award of
12 these attorneys' fees will have no effect on the benefits available to the Class.

13 Class Counsel also respectfully moves the Court for a service award of \$5,000 to the
14 named Plaintiff for his work on behalf of the Class.

15 **II. STATEMENT OF THE ISSUES AND RELIEF REQUESTED**

16 Plaintiff respectfully requests the Court enter an order:

- 17 (1) Granting Plaintiff's request for attorneys' fees in the amount of \$57,500.00;
- 18 (2) Granting Plaintiff's request for reimbursement of costs in the amount of \$990.66;
- 19 (3) Granting Plaintiff's request for a service award to the Class Representative in the
20 amount of \$5,000; and
- 21 (4) Granting such other, further, or different relief as the Court deems just and proper.

22 **III. EVIDENCE RELIED UPON**

23 This motion is based upon the Settlement Agreement ("S.A.") attached as Exhibit 1 to
24 Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, and the
25 Declaration of Kaleigh N. Boyd in Support of Plaintiff's Motion for an Award of Attorneys'
26

1 Fees, Costs, and Service Award (“Boyd Fee Decl.”) submitted with this Motion, as well as the
2 pleadings and files herein.

3 IV. STATEMENT OF FACTS

4 This action arose from the Defendant’s practice of charging customers an undisclosed 3%
5 service fee when they purchased certain concessions at certain events operated at Climate Pledge
6 Arena in the Spring of 2023. Plaintiff’s Complaint alleges that Defendant assessed the 3% fee
7 without notifying customers, that Defendant did not include the 3% fee in the listed price of the
8 items purchased, and that Defendant failed to notify customers that such fee would be added to
9 the total amount paid. Defendant denies the allegations against it.

10 Plaintiff hereby incorporates by reference Plaintiff’s Unopposed Motion for Preliminary
11 Approval filed on September 13, 2024. This Court granted preliminary approval of the class
12 action settlement on September 17, 2024. Dkt. 33.

13 Class Counsel worked closely with EAG Gulf Coast, LLC (“EAG”), the Settlement
14 Administrator, to ensure the settlement proceeded according to plan. Boyd Fee Decl., ¶6. Class
15 Counsel reviewed and edited the information EAG posted on the settlement website. *Id.* Class
16 counsel responded to several Class Member inquiries and conferred with EAG and Defendant’s
17 Counsel on issues that arose during the claims administration process. *Id.* Class Counsel
18 anticipates further involvement with EAG and Defendant’s Counsel in the coming months to
19 ensure a full settlement for the Class. *Id.* The Class’s response has been overwhelmingly positive.
20 As of January 2, 2025, EAG has received 3,093 net claims, claiming a total of \$367,295.23
21 dollars, representing 10,258 transactions. EAG Declaration, ¶ 15. This equates to a claims rate
22 of 6.7%. No Class Member has opted out or objected to the settlement. *Id.* at ¶¶ 16, 17.

23 V. LEGAL AUTHORITY

24 A. Application of the Percentage-Of-The Fund is Warranted

25 Where attorneys obtain a common fund settlement for the benefit of a class, Washington
26 courts typically employ the “percentage of recovery approach” in calculating and awarding
27

1 attorneys' fees. *See Bowles v. Washington Dep't of Ret. Sys.*, 121 Wn.2d 52, 70–71 (rejecting
2 lodestar critique in a common fund case). While the lodestar method is generally preferred when
3 calculating statutory attorney fees, the percentage of recovery approach is used in calculating
4 fees under the common fund doctrine. *Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d
5 1301, 1311 (9th Cir. 1990); *Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984). Because this is a
6 common fund settlement, the “percentage of recovery” approach applies. *Ariz. Citrus*, 904 F.2d
7 at 1311. “Under the percentage of recovery approach . . . attorneys are compensated according
8 to the size of the benefit conferred, not the actual hours expended.” *Lyzanchuk v. Yakima Ranches*
9 *Owners Ass’n, Phase II, Inc.*, 73 Wn. App. 1, 9 (1994). “In common fund cases, the size of the
10 recovery constitutes a suitable measure of the attorneys’ performance.” *Bowles*, 121 Wn.2d at
11 72. Public policy supports this approach: “When attorney fees are available to prevailing class
12 action plaintiffs, plaintiffs will have less difficulty obtaining counsel and greater access to the
13 judicial system. Little good comes from a system where justice is available only to those who
14 can afford its price.” *Id.* at 71.

15 Courts prefer a percentage-of-the-fund model over a lodestar-multiplier approach in cases
16 where it is possible to ascertain the value of the settlement through a common fund. *See In re*
17 *Bluetooth*, 654 F.3d, 935 942 (9th Cir. 2011) (“Because the benefit to the class is easily quantified
18 in common-fund settlements, we have allowed courts to award attorneys a percentage of the
19 common fund in lieu of the often more time-consuming task of calculating the lodestar.”);
20 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050 (9th Cir. 2002) (“[T]he primary basis of the
21 fee award remains the percentage method.”).

22 **B. Class Counsel’s Request for Fees is Reasonable Under a Percentage-Of-The**
23 **Fund Analysis**

24 Washington contingency fee percentages in individual cases are usually in the range of
25 33 to 40 percent. *See Forbes v. Am. Bldg. Maint. Co. W.*, 170 Wn.2d 157, 161–66 (2010)
26 (discussing contingency fee percentages between 33 1/3 percent and 44 percent). In determining
27

1 the percentage-of-fund fee award, Courts may consider the following factors: (1) whether counsel
2 achieved exceptional results for the class; (2) whether the case was risky for class counsel; (3)
3 whether the case was handled on a contingency basis; (4) the market rate for the particular field
4 of law; and (5) the burdens class counsel experienced while litigating the case. *In re Online DVD-*
5 *Rental Antitrust Litig.*, 779 F.3d 934, 954–55 (9th Cir. 2015); *see also Bowers v. Transamerica*
6 *Title Ins. Co.*, 100 Wn.2d 581, 597, 675 P.2d 193 (1983) (noting that an award is adjusted to
7 reflect factors such as contingency of the case and the quality of the work performed).

8 Here, Class Counsel’s request for \$57,500 in attorneys’ fees—which, though not being
9 paid from the common fund, represents 35.29% of the common fund—is fair and reasonable
10 under the circumstances of this case. Washington courts, including those in King County, have
11 regularly granted fees requests at or exceeding 30 percent of the common fund. *See Bowers*, 100
12 Wn.2d at 601–02.

13 **1. Class Counsel Obtained Exceptional Results**

14 **Monetary Relief:** Class Counsel obtained a \$162,917.16 non-reversionary common fund
15 – the “Settlement Fund.” This fund will be used to fund will be used to fund the Settlement
16 Payments and Settlement Checks. S.A. ¶ 42.

17 **Equitable Relief:** Class Counsel has also achieved substantial non-monetary business
18 practice commitments for the Class. For a period of five years following the execution of a formal
19 settlement agreement, Defendant agrees to implement and maintain clear and conspicuous fee
20 disclosures, in accordance with applicable law (“Business Practice Commitments.” *Id.* ¶ 42.
21 Actual costs for the implementation and maintenance of the Business Practice Commitments will
22 not be paid from the settlement proceeds. *Id.*

23 In determining the amount of attorneys’ fees to award, a court should examine “the degree
24 of success obtained.” *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983); *In re Omnivision Techs.*
25 *Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2007) (“The overall result and benefit to the class
26 from the litigation is the most critical factor in granting a fee award.”); Federal Judicial Center,
27

1 *Manual for Complex Litigation*, § 27.71, p.336 (4th ed. 2004) (“MCL”) (the “fundamental focus
2 is on the result actually achieved for class members”). Defendant has represented that the
3 Collected Fee Amount was approximately \$162,917.16, which is the amount to be funded into
4 the Settlement Fund by Defendant. Therefore, 100% of the Collected Fee Amount is to be
5 returned through the Settlement if approved by the Court, a significant achievement for the Class.
6 *Bodnar v. Bank of Am., N.A.*, No. 14-3224, 2016 WL 4582084, at *4 (E.D. Pa. Aug. 4, 2016)
7 (praising as “outstanding” and “a significant achievement,” a cash fund providing between 13
8 and 48 percent of the maximum damages in an overdraft fee class action).

9 The settlement reflects the high quality of work by the skilled and experienced Class
10 Counsel throughout litigation, including the significant amount of work, effort, and expense
11 Class Counsel has undertaken. The skill demonstrated by Class Counsel in thoroughly
12 investigating and analyzing Plaintiff’s claims and Defendant’s liability, developing the
13 Complaint, and negotiating and settling the action early further supports the fees requested. *See*
14 *Vizcaino*, 290 F.3d at 1050 n.5 (determining class counsel’s consumer class action expertise
15 allowed for a result that “would have been unlikely if entrusted to counsel of lesser experience
16 or capability” given the “substantive and procedural complexities” and the “contentious nature”
17 of the settlement). Class Counsel’s requested fee is also commensurate with their experience,
18 which they were able to leverage to procure the settlement.

19 Although Plaintiff believes that he would succeed in litigation and be able to recover
20 damages on behalf of the Class, Plaintiff and Class Counsel recognize the large range of potential
21 litigation outcomes. Among such risks include the scope of class certification, whether various
22 theories of damages would be accepted, including treble damages, whether causes of action
23 survived to trial, and whether the case would be litigated to a favorable outcome. Based on the
24 substantial litigation risks, the settlement, which presents total immediate financial relief to the
25 Class, is an exceptional result.

1 **3. Class Counsel Faced Substantial Risk of Non-Payment**

2 The requested fee is further justified by the financial risks undertaken by Class Counsel
3 in representing the Class on a contingency basis. *See Vizcaino*, 290 F.3d at 1050. “Most
4 important, ‘the contingency adjustment is designed solely to compensate for the possibility . . .
5 that the litigation would be unsuccessful and that no fee would be obtained.’” *Bowers*, 675 P.2d
6 at 204 (quotation omitted). Such adjustments are “based on the notion that attorneys generally
7 will not take high risk contingency cases, for which they risk no recovery at all for their services,
8 unless they can receive a premium for taking that risk.” *Chuong Van Pham v. Seattle City Light*,
9 159 Wn.2d 527, 541 (2007). The public interest is served by rewarding attorneys who assume
10 representation on a contingent basis with an enhanced fee to compensate them for the risk they
11 might be paid nothing at all for their work. *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19
12 F.3d 1291, 1299 (9th Cir. 1994).

13 Class Counsel has devoted substantial resources to the prosecution of this case with no
14 guarantee that they would be compensated for their time or reimbursement for their expenses.
15 Boyd Decl. ¶10. Despite the substantial risk of nonpayment, Class Counsel zealously represented
16 the interests of the Class. “Attorneys are entitled to a larger fee award when their compensation
17 is contingent in nature.” *In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Pracs.*
18 *& Prods. Liab. Litig.*, No. 8:10ML 02151 JVS (FMOX), 2013 WL 12327929, at *32 (C.D. Cal.
19 July 24, 2013). “[W]hen counsel takes cases on a contingency fee basis, and litigation is
20 protracted, the risk of non-payment after years of litigation justifies a significant fee award.”
21 *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 261 (N.D. Cal. 2015). The potential of
22 receiving little or no recovery in the face of increasing risk weighs in favor of the requested fee.
23 *See Ching v. Siemens Indus.*, No. 11-CV-04838-MEJ, 2014 WL 2926210, at *8 (N.D. Cal. June
24 27, 2014) (“Courts have long recognized that the public interest is served by rewarding attorneys
25 who assume representation on a contingent basis with an enhanced fee to compensate them for
26 the risk that they might be paid nothing at all for their work.”).

1 **4. Class Counsel Worked on a Contingency Fee Basis**

2 The contingency fee agreement between Plaintiff’s counsel and the named Plaintiff
3 further supports the requested attorney fee award. Common fund fee awards function as “an
4 equitable substitute for private fee agreements where a class benefits from an attorney’s work.”
5 *Staton*, 327 F.3d at 968. Plaintiff’s Counsel have a standard fee agreement with the named
6 Plaintiff calling for 30–40 percent of the recovery to be paid as attorneys’ fees, plus costs, in the
7 event that this action settled or was taken to judgment on an individual basis. Boyd Fee Decl.
8 ¶9. *See Vizcaino*, 290 F.3d at 1049–50 (what the named plaintiffs agreed to as percentage for
9 fees may be relevant to common fund percentage).

10 **5. Fees in Similar Actions**

11 Courts may refer to awards made in other settlements of comparable size when
12 determining whether an award is reasonable. *See Vizcaino*, 290 F.3d at 1050 n.4. Washington
13 courts and courts in the Ninth Circuit routinely award percentage recoveries more than the 25
14 percent benchmark. *See, e.g., Lyzanchuk*, 73 Wn. App. at 9 (33 percent fee); *In re Pac. Enters.*
15 *Secs. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (same); *Williams v. MGM-Pathe Comms. Co.*, 129
16 F.3d 1026, 1027 (9th Cir. 1997) (same); *Syed v. M-I, L.L.C.*, 2017 WL 3190341, at *8 (E.D. Cal.
17 July 27, 2017) (same); *Bennett v. SimplexGrinnell LP*, No. 11-cv-1854-JST, ECF No. 278, at 11
18 (N.D. Cal. Sept. 3, 2015) (awarding 38.8 percent of common fund). Class Counsel’s fee request
19 is consistent with fees and costs awarded in similar cases and reasonable under the “percentage
20 of the fund” method, and, unlike the cases above, will not be paid from the common fund itself.

21 **6. The Burdens Faced by Class Counsel Support the Fee Request.**

22 District courts are also instructed to consider the burdens class counsel experienced while
23 litigating the case (e.g., cost, duration, and foregoing other work). Class Counsel advanced time
24 and out-of-pocket costs, and they have foregone other work while litigating this case. *See, e.g.,*
25 *In re Infospace, Inc. Secs. Litig.*, 330 F. Supp. 2d 1203, 1212 (W.D. Wash. 2004) (“[P]reclusion
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1 of other employment by the attorney due to acceptance of the case” is a factor to consider when
2 determining an appropriate fee award). Courts recognize that the
3 public interest is served by rewarding attorneys who assume representation on a contingent
4 basis with an enhanced fee to compensate them for the risk that they might be paid nothing at
5 all for their work. *See, e.g., In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299
6 (9th Cir. 1994). (“Contingent fees that may far exceed the market value of the services if rendered
7 on a noncontingent basis are . . . a legitimate way of assuring competent representation for
8 plaintiffs who could not afford to pay on an hourly basis regardless whether they win or lose.”)

9 Class Counsel litigated this case on a purely contingent basis. To date, Class Counsel has
10 received no compensation for their work on this case, and they have worked over 130 hours and
11 advanced \$990.66 in costs. Boyd Fee Decl. ¶¶15, 19. This substantial outlay of time and
12 resources on a purely contingent basis favors approval of the requested fee.

13 **C. A Lodestar Cross-Check Confirms the Requested Fee**

14 The Ninth Circuit has encouraged courts to conduct a lodestar crosscheck when
15 assessing the reasonableness of a percentage fee award. *See In re Bluetooth*, 654 F.3d at 944
16 (“[W]e have also encouraged courts to guard against an unreasonable result by crosschecking
17 their calculations against a second method” of determining fees). The first step in the lodestar
18 method is to multiply the number of hours counsel expended on the litigation by a reasonable
19 hourly rate. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998). At that point, “the
20 resulting figure may be adjusted upward or downward to account for several factors including
21 the quality of the representation, the benefit obtained for the class, the complexity and novelty
22 of the issues presented, and the risk of nonpayment.” *Id.* (citing *Kerr v. Screen Extras Guild,*
23 *Inc.*, 526 F.2d 67, 70 (9th Cir. 1975)); *see also In re Bluetooth*, 654 F.3d at 942. The lodestar-
24 multiplier method confirms the propriety of the requested fee here, with the fee award Class
25 Counsel will be receiving a negative multiplier on lodestar amount.
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1 **1. Class Counsel’s Lodestar is Reasonable**

2 Through December 30, 2024, Class Counsel devoted more than 130 hours to the
3 investigation, litigation, and resolution of this complex case, thereby incurring \$73,575.00 in
4 lodestar.² Boyd Fee Decl., ¶15. Class Counsel conducted an investigation into the facts and law
5 regarding Litigation, exchanged informal discovery, drafted the complaint, engaged in settlement
6 negotiations, and assisted in the claims administration for the Class. *Id.* Class Counsel prosecuted
7 the claims effectively, and throughout the litigation and negotiation process, Class Counsel faced
8 defense counsel from one of the nation’s largest law firms. *See DeStefano v. Zynga, Inc.*, 2016
9 WL 537946, at *17 (N.D. Cal. Feb. 11, 2016) (“The quality of opposing counsel is also relevant
10 to the quality and skill that class counsel provided.”).

11 Plaintiff’s Counsel has requested hourly rates ranging from \$600 to \$1125.00, for
12 partners, to \$350–\$500, for associates and staff, respectively. *See* Boyd Fee Decl. ¶15. Class
13 Counsel determined the hourly rates based on factors such as the skill and sophistication
14 required for the legal services provided, customary rates in relevant markets, and the
15 experience and reputation of both attorneys and staff. *Id.* ¶14. This approach ensures that the
16 rates are aligned with industry standards and accurately reflect the firm's expertise. Class
17 Counsel’s hourly rates are reasonable in light of their significant experience and the complex
18 nature of this litigation. *Id.* ¶14. Tousley Brain Stephens, a nationally recognized firm
19 specializing in complex litigation and product liability, sets its rates to reflect its
20 extensive experience and reputation. *Id.*

21 Class Counsel’s hourly rates are reasonable and have been approved by Courts in this
22 State and throughout the country. In assessing the reasonableness of an attorney’s hourly rate,
23 courts consider whether the claimed rate is “in line with those prevailing in the community for
24 similar services by lawyers of reasonably comparable skill, experience and reputation.” *Blum v.*
25

26 _____
27 ² Class Counsel will spend additional hours seeing this case through its final resolution, including overseeing the
claims administration process and preparing for and attending the final approval hearing.

1 *Stenson*, 465 U.S. 886, 895–96 n.11 (1984). Class Counsel here are experienced, highly regarded
2 members of the bar, who brought to this case extensive experience in consumer class actions.

3 **2. Class Counsel is Incurring a Negative Multiplier**

4 The fee requested by Class Counsel is less than Class Counsel’s lodestar, reflecting a
5 negative multiplier. In *Vizcaino*, the Ninth Circuit noted that multipliers have ranged from 0.6 to
6 19.6, and upheld an award with a 3.65 multiplier. 290 F.3d at 1050–55; *accord In re Infospace*,
7 330 F. Supp. 2d at 1216 (approving multiplier of 3.5); *Craft v. Cnty. of San Bernardino*, 624 F.
8 Supp. 2d 1113, 1123 (C.D. Cal. 2008) (approving multiplier of 5.2). Considering Class Counsel
9 is accepting a negative multiplier with its fee award, despite the lengthy efforts it undertook to
10 provide an exceptional result for the Class, supports approval of Class Counsel’s fee request.

11 **D. The Costs Sought are Reasonable**

12 Under well-settled law, Class Counsel is entitled to reimbursement of the expenses
13 reasonably incurred investigating and prosecuting this matter. *Mills v. Electric Auto-Lite Co.*,
14 396 U.S. 375, 391-92 (1970). “Reasonable costs and expenses incurred by an attorney who
15 creates or preserves a common fund are reimbursed proportionately by those class members who
16 benefit [from] the settlement.” *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366
17 (N.D. Cal. 1996). To date, Class Counsel has incurred \$990.66 in unreimbursed litigation costs,
18 covering expenses such as reproductions, filing fees, messenger and service fees, and computer
19 research. Boyd Fee Decl. ¶19. These costs were essential for resolving the litigation and were
20 paid out of pocket by Class Counsel for the benefit of the class members, without any assurance
21 of reimbursement. *Id.*

22 **E. The Service Award Requested is Reasonable**

23 Service awards “are intended to compensate class representatives for work done on behalf
24 of the class, to make up for financial or reputational risk undertaken in bringing the action, and,
25 sometimes, to recognize their willingness to act as a private attorney general.” *Peterson v. Kitsap*
26 *Cnty. Fed. Credit Union*, 171 Wn. App. 404, 430, 287 P.3d 27 (2012) (citation omitted); *see also*
27

1 *Hartless v. Clorox Co.*, 273 F.R.D. 630, 646–47 (S.D. Cal. 2011) (“Incentive awards are fairly
2 typical in class actions.”), *aff’d*, 473 F. App’x 716 (9th Cir. 2012). The settlement is not
3 contingent on the Court’s granting of the service award. S.A. ¶ 78.

4 The requested service award of \$5,000 is modest under the circumstances and well in line
5 with awards approved by state and federal courts in Washington and elsewhere. *See, e.g., In re*
6 *Online DVD-Rental Antitrust Litig.*, 779 F.3d at 934, 947–48 (approving service payments to
7 plaintiffs in the amount of \$5,000 each); *Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d 1322,
8 1329–30 & n.9 (W.D. Wash. 2009) (approving \$7,500 service awards and collecting decisions
9 approving awards ranging from \$5,000 to \$40,000). Here the Settlement Class Representative
10 Mr. Meholic performed important work on the case, including gathering facts and documents,
11 assisting Class Counsel with allegations in Complaint, keeping abreast of the litigation, executing
12 the settlement agreement on behalf of the Class, and maintaining communication with Class
13 Counsel throughout the litigation. Boyd Fee Decl. ¶¶7–8. The requested service award of \$5,000
14 is reasonable.

15 VI. CONCLUSION

16 Class Counsel respectfully requests that this Court grant their motion and award the
17 requested attorneys’ fees and costs, reimbursement of expenses, and Plaintiff’s service award in
18 full.

19 I certify that this memorandum contains 4,183 words, in compliance with the Local Civil
20 Rules.

21
22 DATED this 3rd day of January, 2025.

23 TOUSLEY BRAIN STEPHENS PLLC

24
25 By: s/Kaleigh N. Boyd
26 Kim D. Stephens, P.S., WSBA #11984
kstephens@tousley.com
27 Kaleigh N. Boyd, WSBA #52684
kboyd@tousley.com

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1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101-3147
Tel: 206.682.5600
Fax: 206.682.2992

Attorneys for Plaintiff

1 **CERTIFICATE OF SERVICE**

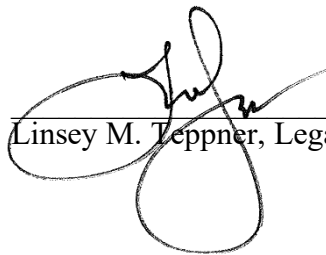
2 I, Linsey M. Teppner, declare and say that I am a citizen of the United States and resident
3 of the state of Washington, over the age of 18 years, not a party to the above-entitled action, and
4 am competent to be a witness herein. My business address and telephone number are 1200 Fifth
5 Avenue, Suite 1700, Seattle, Washington 98101, telephone 206.682.5600.

6 On January 3, 2025, I caused to be served the foregoing document on the individual
7 named below via the methods indicated:

8 Perkins Coie LLP 9 Meeghan Dooley, WSBA #61735 10 David A. Perez, WSBA #43959 11 1201 Third Ave., Suite 4900 12 Seattle, WA 98101 13 mdooley@perkinscoie.com 14 dperez@perkinscoie.com <i>Attorneys for Defendant Seattle Arena Company, LLC</i>	<input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Legal Messenger <input type="checkbox"/> Fax <input checked="" type="checkbox"/> King County E-Service/Email
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15 I declare under penalty of perjury under the laws of the state of Washington and the
16 United States that the foregoing is true and correct.

17 Executed this 3rd day of January, 2025, at Seattle, Washington.

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Linsey M. Teppner, Legal Assistant