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THE HONORABLE TANYA L. THORP
Department 27
Note for Hearing: March 1, 2024 at 8:30 a.m.
With Oral Argument

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

KARANBIR SINGH, HARPREET SINGH, and
NASTEHO OMAR,
Plaintiffs,

v.

IQ DATA INTERNATIONAL, INC., a Washington
for profit corporation,

Defendant.

NO. 20-2-07084-0 SEA

**PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

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1 **I. INTRODUCTION**

2 Plaintiffs Karanbir Singh, Harpreet Singh, and Nasteho Omar respectfully move for final
3 approval of the class action settlement reached with Defendant IQ Data International, Inc. (IQ
4 Data). The parties' negotiations resulted in an outstanding settlement for the certified Classes.
5 The Settlement establishes a non-reversionary Settlement Fund of \$4,000,000, with \$225,000
6 allocated to the FDCPA Class for statutory damages and the remainder after payment of
7 attorney's fees and costs, administration costs, and service awards allocated to the CPA Class,
8 who will recover a substantial portion of the unlawful interest they paid to IQ Data.

9 After receiving notice of the Settlement, Class Members have responded positively to its
10 terms. For the FDCPA Class, over 2,700 Class Members submitted claims. In contrast, only 13
11 FDCPA Class Members requested exclusion from the Settlement. No members of the CPA Class
12 requested exclusion, and no members of either class objected to the Settlement. If the
13 Settlement is approved as requested, FDCPA Class Members who submitted claims will receive
14 payments of approximately \$82. Members of the CPA Class will receive direct payments of
15 approximately 61% of the interest they paid. The Settlement Class Members' positive reaction
16 to the Settlement confirms that it is fair, reasonable, and adequate and should be approved.

17 **II. STATEMENT OF FACTS**

18 **A. Plaintiffs' claims.**

19 Plaintiffs claim that IQ Data added prejudgment interest to unliquidated amounts, and
20 calculated that interest from the tenants' moveout dates instead of a date after the tenants
21 were billed for the charges. The interest is calculated automatically by IQ Data's CollectOne
22 software using state statutory interest rates. Plaintiffs claim that IQ Data's addition of
23 prejudgment interest to unliquidated amounts, such as amounts landlords claim are due for
24 cleaning or repair to a rental unit, is impermissible, and that even if prejudgment interest is
25 permissible, it cannot be calculated from the date of moveout.

1 **B. The parties negotiated this settlement with a solid understanding of the strengths and**
2 **weaknesses of their positions.**

3 This case was heavily litigated before IQ Data removed it to federal court. Karanbir and
4 Harpreet Singh filed this action in this Court in March 2020. Sub. No. 1. Plaintiffs later amended
5 their complaint to add class allegations and add Nasteho Omar as a plaintiff and third proposed
6 class representative. Sub. No. 36.

7 Both parties took written discovery and multiple depositions. Chandler MPA Decl. ¶ 4.¹
8 The parties litigated several discovery disputes before class certification. *See* Sub. No. 138
9 (granting Plaintiffs’ motion to compel production of documents and for second Rule 30(b)(6)
10 deposition); Sub. No. 137 (denying IQ Data’s motion for protective order).

11 The Court granted Plaintiffs’ motion for class certification and certified two Classes on
12 November 23, 2021. Sub. No. 189. IQ Data subsequently filed motions related to the Plaintiffs’
13 depositions and to disqualify the Plaintiffs as class representatives. Plaintiffs, meanwhile, filed
14 further motions relating to discovery. The Court heard the many pending motions at an
15 omnibus hearing on February 17, 2022. The Court denied IQ Data’s motions to disqualify the
16 Plaintiffs as class representatives. Sub. Nos. 379, 381, 383. The Court granted Plaintiffs’ second
17 motion to compel and enforce the first discovery order and for sanctions. Sub. No. 377. The
18 Court granted Plaintiffs’ motion to compel IQ Data’s net worth information and awarded fees.
19 Sub. No. 371. The Court denied in large part IQ Data’s motion for protective order against
20 employee depositions. Sub. No. 375. The Court granted Plaintiffs’ motion to quash IQ Data’s
21 subpoenas for Plaintiffs’ employment records, Sub. No. 374, and denied IQ Data’s motion for a
22 second deposition of Harpreet Singh. Sub. No. 373.

23 IQ Data then removed this case to federal court under the Class Action Fairness Act.
24 Chandler MPA Decl. ¶ 6. The federal court issued an order remanding the case to this Court on

25 ¹ Citations to the Declarations of Blythe H. Chandler are to either (a) the declaration submitted in support of
26 Plaintiffs’ Motion for Preliminary Approval of the Settlement (denoted “Chandler MPA Decl.”) or to (b) the
27 declaration submitted in support of Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards (denoted
“Chandler Fees Decl.”). Ms. Chandler’s declarations appear in the Court’s docket at Sub. Nos. 432 and 438.
Working copies of those declarations were resubmitted with this motion.

1 October 5, 2022, but IQ appealed that order. *Id.* The parties had fully briefed the appeal and
2 were just a week away from oral argument when the case settled. *Id.*

3 The parties participated in three full-day mediations before the case settled. Chandler
4 Decl. MPA ¶ 7. They mediated with the Honorable John Erlick in March 2022, they participated
5 in a full day mediation with Ninth Circuit Mediator Robert Kaiser in January 2023, and
6 ultimately agreed on the settlement amount at the end of a full day mediation with the
7 Honorable Paris Kallas (Ret.) in June 2023. *Id.* The parties then negotiated the final terms of the
8 Settlement Agreement through direct arm's length negotiations. *Id.*

9 **C. Class Counsel litigated this case with no guarantee of payment.**

10 Class Counsel are experienced class action litigators with expertise litigating complex
11 claims on behalf of consumers. *See* Chandler Fees Decl. ¶¶ 1-10. Class Counsel took this case on
12 a contingent basis with no guarantee of recovery. *Id.* ¶ 20. Class Counsel also agreed to advance
13 all costs of this litigation. *Id.* ¶ 19. Class Counsel have worked on this matter for three years
14 without compensation or reimbursement for their time or out-of-pocket expenses. If Class
15 Counsel were unable to successfully resolve this matter, Class Counsel would have been paid
16 nothing.

17 Although the parties settled this case in the pre-trial stage, Class Counsel have invested
18 a substantial amount of time (over 1400 hours to date) and resources investigating and
19 litigating this action, including over \$47,000 in out-of-pocket costs. *See* Chandler Fees Decl. ¶
20 22; Leonard Decl. ¶ 3.² Tasks performed by Class Counsel thus far include: (1) investigating the
21 claims; (2) researching and drafting the complaint and amended complaint; (3) propounding
22 discovery and reviewing IQ Data's responses as well as multiple discovery conferences and
23 frequent correspondence; (4) reviewing document production and analyzing data; (5) preparing
24 for and then taking or defending seven depositions; (6) briefing many motions relating to class
25

26 ² Citations to the Declaration of Sam Leonard are to the declaration he submitted in support of Plaintiffs' Motion
27 for Attorneys' Fees, Costs, and Service Awards. Mr. Leonard's declaration appears in the Court's docket at Sub. No.
439. Working copies of that declaration were resubmitted with this motion.

1 certification and discovery issues; (7) opposing IQ Data’s removal of the case to federal court,
2 briefing IQ Data’s appeal of the order remanding the case, and preparing to argue that appeal
3 at the Ninth Circuit; (8) preparing a robust mediation statement and attending three all-day
4 mediation sessions; (9) preparing the settlement agreement and class notices; and (10)
5 overseeing settlement administration and responding to class member inquiries. *See* Chandler
6 Fees Decl. ¶ 22; Leonard Decl. ¶¶ 2-3. But for these extensive efforts by Class Counsel, Class
7 Members would have received no recovery in this case.

8 **D. The Class Representatives were actively involved in the litigation.**

9 Each of the Class Representatives supported this litigation for years, including by
10 providing to Class Counsel factual information included in the complaint and documents
11 attached to the complaint, responding to written discovery requests, and sitting for a full-day
12 deposition. The Class Representatives also discussed settlement proposals with Class Counsel
13 and approved the Settlement Agreement.

14 **E. The notice program was highly effective.**

15 The Settlement Administrator, Kroll Settlement Administration LLC, fully implemented
16 the robust notice program approved by the Court. *See* Declaration of Scott M. Fenwick ¶¶ 3-8.
17 The notice program was extremely effective, reaching 93.9% of the Class Members. *Id.* ¶¶ 9-10
18 (total of 4,926 notices ultimately undeliverable out of 80,987 mailed). Most Class Members
19 whose postcard notices were returned undeliverable were sent a second postcard notice at an
20 address identified by USPS or by Kroll through skip tracing, where possible. *Id.*

21 Kroll also created a dedicated Settlement Website, which went live on December 6,
22 2023. *Id.* ¶ 6. The website contains information about the Settlement, answers to frequently
23 asked questions, contact information for the Settlement Administrator, important dates and
24 deadlines, and documents relating to the Settlement, including the Settlement Agreement, the
25 Preliminary Approval Order, the class certification order, a printable opt-out form, a printable
26 claim form for the FDCPA Class, and Plaintiffs’ motion for attorneys’ fees, costs and service
27 awards. *Id.* The Settlement Website also provided members of the FDCPA Class the opportunity

1 to submit a claim online and for members of the CPA Class to elect to receive their payment
2 electronically. *Id.* As of February 16, 2024, Kroll has received 73 messages from Class Members
3 through the “Contact” section of the Settlement Website. *Id.* Kroll also established a toll-free
4 telephone number for Class Members to call to obtain additional information about the
5 Settlement. *Id.* ¶ 4. As of February 16, 2024, that telephone number has received 213 calls. *Id.*

6 **F. Class Members responded favorably to the Settlement.**

7 CPA Class members were not required to submit a claim form to receive an award under
8 the terms of the Settlement. Of the more than 30,000 members of the CPA Class, none of them
9 either objected to the Settlement or requested exclusion. *See* Fenwick Decl. ¶ 15 & Ex. C.

10 Members of the FDCPA Class have submitted 2,713 claims, amounting to 5.4% of the
11 FDCPA Class. *See id.* ¶ 11. In contrast, only 13 FDCPA Class members have requested to be
12 excluded from the Settlement, and none have objected to it. *Id.* ¶ 15 & Ex. C.³

13 **III. STATEMENT OF ISSUES**

14 Whether the Court should grant final approval of the Settlement, find that Class
15 Members received adequate notice; approve payment of service awards to the named
16 Plaintiffs, and award attorneys’ fees and costs to Class Counsel.

17 **IV. EVIDENCE RELIED UPON**

18 Plaintiffs rely upon the Declaration of Scott M. Fenwick regarding settlement
19 administration, the papers filed in support of preliminary approval of the Settlement, the
20 papers filed in support of Plaintiff’s motion for attorneys’ fees, costs, and service award, and
21 the balance of pleadings filed in this action.

22 **V. ARGUMENT AND AUTHORITY**

23 When considering a motion for final approval of a class action settlement under
24 Washington Civil Rule 23, the Court’s inquiry is whether the settlement is “fair, adequate, and
25 reasonable.” *Pickett v. Holland Am. Line-Westours, Inc.*, 145 Wn.2d 178, 188, 35 P.3d 351

26 _____
27 ³ Ten class members submitted timely requests for exclusion. *Id.* ¶ 15 Three additional class members requested
exclusion after February 5, 2024. *Id.*, Ex. C. Plaintiffs request that the Court honor all 13 exclusion requests.

1 (2001) (“it is universally stated that a proposed class settlement may be approved by the trial
2 court if it is determined to be ‘fair, adequate, and reasonable’” (citing *Torrissi v. Tucson Elec.
3 Power Co.*, 8 F.3d 1370, 1375 (9th Cir. 1993))).

4 In evaluating whether a class settlement is “fair, adequate, and reasonable,” courts
5 generally refer to eight criteria, with differing degrees of emphasis: the likelihood of success by
6 plaintiff; the amount of discovery or evidence; the settlement terms and conditions;
7 recommendation and experience of counsel; future expense and likely duration of litigation;
8 recommendation of neutral parties, if any; number of objectors and nature of objections; and
9 the presence of good faith and the absence of collusion. *Pickett*, 145 Wn.2d at 192 (citing 2
10 Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* § 11.43 “General Criteria for
11 Settlement Approval” (3d ed. 1992)). This list is “not exhaustive, nor will each factor be relevant
12 in every case The relative degree of importance to be attached to any particular factor will
13 depend upon and be dictated by the nature of the claim(s) advanced, the type(s) of relief
14 sought, and the unique facts and circumstances presented by each individual case.” *Pickett*, 145
15 Wn.2d at 189 (citing *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir.
16 1982)).⁴

17 The approval of a settlement agreement “is a delicate, albeit largely unintrusive inquiry
18 by the trial court.” *Pickett*, 145 Wn.2d at 189; *Deien v. Seattle City Light*, 527 P.3d 102, 108 (Wn.
19 App. 2023). Although the Court has discretion to determine whether a proposed class action
20 settlement should be approved,

21 the court’s intrusion upon what is otherwise a private consensual
22 agreement negotiated between the parties to a lawsuit must be
23 limited to the extent necessary to reach a reasoned judgment that
24 the agreement is not the product of fraud or overreaching by, or
25 collusion between, the negotiating parties, and that the
settlement, taken as a whole, is fair, reasonable and adequate to
all concerned.

26 _____
27 ⁴ CR 23 is similar to its federal counterpart, Fed. R. Civ. P. 23; thus, federal cases interpreting the analogous federal
provision are persuasive. *Pickett*, 145 Wn. 2d at 188.

1 *Id.* (quoting *Officers for Justice*, 688 F.2d at 625). Moreover, as the court in *Pickett* observed, “it
2 must not be overlooked that voluntary conciliation and settlement are the preferred means of
3 dispute resolution.” *Id.* at 190 (quoting *Officers for Justice*, 688 F.2d at 625). In the end,
4 “[s]ettlement is the offspring of compromise; the question we address is not whether the final
5 product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from
6 collusion.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998); *see also Pelletz v.*
7 *Weyerhaeuser Co.*, 255 F.R.D. 537, 544 (W.D. Wash. 2009).

8 **A. The Settlement is fair, adequate, and reasonable.**

9 1. The Settlement provides substantial financial benefits to the Class.

10 The Settlement terms and conditions provide comprehensive relief for the Classes.
11 Defendants will create a common fund of \$4,000,000 in cash. Chandler MPA Decl., Ex. 1 § III.3.
12 \$225,000 of the Settlement Fund will be allocated to the FDCPA Class for statutory damages
13 and will distributed evenly to the more than 2,700 FDCPA Class members who submitted
14 claims, resulting in payments of approximately \$82 to each claimant. *Id.* at § III.5.b; Fenwick
15 Decl. ¶ 11. Then, after deducting Court-approved settlement administration expenses,
16 attorney’s fees and costs, and service award to Plaintiffs, the Net Settlement Amount (more
17 than \$2.6 million) will be distributed directly to CPA Class Members. Chandler MPA Decl., Ex. 1
18 § III.5.a. No part of the Settlement Fund will revert to IQ Data, and CPA Class Members will be
19 paid automatically with no requirement to file claims. *Id.* at §§ III.3 & III.5.

20 This allocation makes sense and treats members of both Classes fairly. Because FDCPA
21 statutory damages are capped at 1% of a defendant’s net worth, and because FDCPA Class
22 Members did not pay any unlawful interest to be members of that Class, a smaller portion of
23 the total fund was allocated to members of that Class as compared with CPA Class Members,
24 who paid at least a portion of the allegedly unlawful interest IQ Data charged.

1 2. The Settlement is an excellent result given the risks Plaintiffs faced in continuing
2 to litigate.

3 The existence of risk and uncertainty to the plaintiff at the time of mediation “weighs
4 heavily in favor of finding that the settlement was fair, adequate, and reasonable.” *See Pickett*,
5 145 Wn.2d at 192. In the absence of a settlement, there are several substantial hurdles
6 Plaintiffs would have to clear to prevail. Plaintiffs are confident in the strength of their case but
7 also aware of the risk created by IQ Data’s defenses. Specifically, IQ Data maintained that its
8 addition of prejudgment interest to amounts Class members allegedly owed to class members
9 was authorized by the Class members leases with their former landlords. Plaintiffs also faced
10 risks related to their ability recover even if they prevailed on the merits. IQ Data’s insurance
11 policy has been reduced by the costs of its defense in this matter. Further, while the Classes
12 had already been certified, maintaining that certification through trial is always risky, and the
13 outcome of trial is always uncertain.

14 Continued litigation would also be expensive and time-consuming. The parties would
15 have had to complete the Ninth Circuit appeal that was pending at the time of settlement,
16 complete the process of the state court appeal that was also pending at the time of settlement,
17 likely brief motions for summary judgment, and then prepare for trial. Plaintiffs would have had
18 to prevail on those appeals, motions, at trial, and in any subsequent appeals before they or the
19 other members of the class would have recovered anything.

20 Despite these obstacles, Class Counsel achieved a settlement that pays CPA Class
21 Members more than 60% of their alleged damages for IQ Data’s unlawful interest charges and
22 pays FDCPA Class Members who submit a claim their portion of FDCPA statutory damages.

23 3. The substantial discovery completed supports final approval of the Settlement.

24 Courts also consider the amount and nature of discovery and evidence developed at the
25 time of settlement in determining whether the settlement is fair, adequate, and reasonable.
26 *Pickett*, 145 Wn.2d at 199. Class Counsel litigated this case extensively, but efficiently, for more
27 than two years before the parties settled. The parties exchanged substantial discovery,

1 conducted seven depositions, and filed multiple motions. Class Counsel prevailed on a motion
2 for class certification, defeated IQ Data’s efforts to later disqualify the class representatives
3 (which would have meant decertifying the classes), successfully moved for remand of the case
4 to state court, and handled responses to appeals to both the Washington Court of Appeals and
5 the Ninth Circuit before settlement was achieved. Class Counsel have invested over 1400 hours
6 litigating this case and preparing the settlement. Chandler Fee Decl. ¶ 22; Leonard Decl. ¶ 3. At
7 the time of mediation, Plaintiffs and Class Counsel had all the information needed to fairly
8 assess the risks of the case and the prospects of a litigated recovery if the case were to proceed
9 toward trial. In short, Class Counsel are in an excellent position to conclude that the Settlement
10 provides a very good result for the Classes and should be granted final approval.

11 4. The Settlement is the result of arm’s length negotiation and supported by
12 experienced counsel.

13 In determining the fairness of a settlement, courts should consider the parties’ good
14 faith and the absence of collusion between them. *Pickett*, 145 Wn.2d at 201. Courts recognize
15 that arm’s-length negotiations conducted by competent counsel with the assistance of a third-
16 party mediator are *prima facie* evidence of fair settlements. As the United States Supreme
17 Court has held, “[o]ne may take a settlement amount as good evidence of the maximum
18 available if one can assume that parties of equal knowledge and negotiating skill agreed upon
19 the figure through arms-length bargaining” *Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 852
20 (1999).

21 The Settlement is the result of extensive, arm’s-length negotiations between
22 experienced attorneys who are highly familiar with class action litigation in general and
23 expertise in litigating claims on behalf of consumers. The parties participated in three full days
24 of mediation with the Honorable John Erlick (March 2022), Ninth Circuit Mediator Robert Kaiser
25 (January 2023), and the Honorable Paris Kallas (June 2023) before reaching settlement at the
26 end of the third mediation. Chandler MPA Decl. ¶ 15. The parties then negotiated additional
27

1 terms of the settlement and prepared the Settlement Agreement and Release through direct
2 arm's length negotiations. *Id.*

3 "When experienced and skilled class counsel support a settlement, their views are given
4 great weight. *Pickett*, 145 Wn.2d at 200 (citing *Reed v. Gen. Motors Corp.*, 703 F.2d 170, 175
5 (5th Cir. 1983)). Class Counsel have extensive knowledge and experience in litigating class
6 actions. *See Deien*, 527 P.3d at 109 (affirming trial court finding that Terrell Marshall Law
7 Group's attorneys have "significant experience litigating class action lawsuits" and agreeing that
8 their support of a settlement is entitled to great weight). Based on their thorough evaluation of
9 the strengths and weaknesses of this case gained through discovery, Class Counsel believe the
10 Settlement to be an excellent result.

11 5. The reactions of the Classes support final approval of the Settlement.

12 A court may appropriately infer that a class action settlement is fair, adequate, and
13 reasonable when few class members object to it. *See, e.g., Pickett*, 145 Wn.2d at 200–01;
14 *Marshall v. Holiday Magic, Inc.*, 550 F.2d 1173, 1178 (9th Cir. 1977); *Nat'l Rural Telecomms. Co-*
15 *op. v. Directv, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004) ("It is established that the absence of a
16 large number of objections to a proposed class action settlement raises a strong presumption
17 that the terms of a proposed class settlement action are favorable to the class members."). A
18 court can approve a class action settlement as fair, adequate, and reasonable even over the
19 objections of a large number of class members. *See Class Plaintiffs v. City of Seattle*, 955 F.2d
20 1268, 1291–96 (9th Cir. 1992).

21 The response from members of both Classes indicates strong support for the
22 Settlement. Out of 80,987 total Class Members, only 13 requested exclusion from the
23 Settlement. Fenwick Decl. ¶¶ 8, 15; *see In re Phenylpropanolamine (PPA) Prods. Liab. Litig.*, 227
24 F.R.D. 553, 564 (W.D. Wash. 2004) ("[T]he Class Members themselves have effectively voted
25 heavily in favor of the Settlement, by not opting out. In fact, 95% of Class Members have
26 chosen to take part in the Settlement."). And, significantly, no one objected to the settlement.
27 Fenwick Decl. ¶ 15.

1 **B. Class Members received the best notice practicable.**

2 The Court has already determined that the Notice Plan in this case meets the
3 requirements of due process and applicable law, provides the best notice practicable under the
4 circumstances, and constitutes due and sufficient notice to all individuals entitled to notice. *See*
5 Sub. No. 435. The approved Notice Plan was fully implemented by independent Settlement
6 Administrator, Kroll Settlement Administration LLC. Fenwick Decl. ¶¶ 3-10.

7 Kroll provided notice in the methods approved by this Court. *Id.* ¶¶ 8-10. Kroll mailed
8 postcard notices to 80,987 Class Members after running the addresses through the USPS's
9 National Change of Address database. *Id.* ¶¶ 7-8. After that initial mailing, Class Members
10 whose postcard notices were returned undeliverable were sent a second postcard notice at an
11 address identified either by USPS or by Kroll through skip tracing, where possible. *Id.* ¶¶ 9-10.
12 The notice program was quite effective, reaching 76,061 of 80,987 Class Members,
13 representing a 93.9% success rate. *Id.* ¶¶ 9-10. This result is excellent given the size and
14 inherent mobility of the Class Members, whose claims arose as a result of moving out of
15 apartment buildings, making them more likely to be difficult to locate.

16 **C. The requested attorneys' fees and service awards should be approved.**

17 Plaintiffs filed their fully documented motion for approval of attorneys' fees and class
18 representative service awards on December 6, 2023. Sub. Nos. 437-440. The motion and
19 supporting declarations were posted to the Settlement Website the following business day. No
20 Settlement Class Member has made any objection to Class Counsel's request for an attorneys'
21 fee award of 25% of the common fund, or to Plaintiffs' requests for service awards of \$10,000
22 each (for a total of \$30,000 in service awards) in recognition of their efforts on behalf of the
23 Classes. These amounts should be approved.

24 **VI. CONCLUSION**

25 Plaintiffs and Class Counsel request that the Court grant final approval of the Settlement
26 by entering the proposed order submitted with this motion.

1 RESPECTFULLY SUBMITTED AND DATED this 16th day of February, 2024.

2 TERRELL MARSHALL LAW GROUP PLLC

3
4 *I certify that this memorandum contains 3,867*
5 *words, in compliance with the Local Civil Rules.*

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DECLARATION OF SERVICE

I, Blythe H. Chandler, hereby certify that on February 16, 2024, I caused true and correct copies of the foregoing to be served via the means indicated below:

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- Electronic Mail
- Via the King County Electronic Filing Notification System

Attorneys for Defendant
I.Q. Data International, Inc.

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

DATED this 16th day of February, 2024.

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