

The Honorable Richard A. Jones

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

E.S., by and through her parents, R.S. and J.S.,
and JODI STERNOFF, both on their own
behalf, and on behalf of all similarly situated
individuals,

Plaintiffs,

v.

REGENCE BLUESHIELD; and CAMBIA
HEALTH SOLUTIONS, INC., f/k/a THE
REGENCE GROUP,

Defendants.

NO. 2:17-cv-1609-RAJ

[PROPOSED] ORDER:

- (1) FINALLY APPROVING SETTLEMENT AGREEMENT;
- (2) APPROVING DISBURSEMENTS PURSUANT TO THE SETTLEMENT AGREEMENT;
- (3) APPROVING PAYMENT OF ATTORNEY FEES, LITIGATION COSTS AND CASE CONTRIBUTION AWARDS;
- (4) ESTABLISHING A LATE CLAIM DEADLINE;
- (5) ORDERING CY PRES DISTRIBUTION; AND
- (6) ORDERING FINAL REPORT

**Note on Motion Calendar:
March 20, 2026 at 9:00 am
(Fairness Hearing)**

I. BACKGROUND AND PROCEDURAL POSTURE OF THE CASE

On October 22, 2025, this Court certified a settlement class and preliminarily approved an agreement for a class-wide settlement of claims (“Settlement Agreement”) against Defendants

1 Regence BlueShield and Cambia Health Solutions Inc. (collectively, “Regence”). Dkt Nos. 92
2 and 93.

3 The Settlement Agreement resolves all claims against Regence on behalf of a class of
4 present or former Regence members with disabling hearing loss who paid for hearing aids and
5 associated care during the class period. The Settlement Agreement creates a common settlement
6 fund of \$3,000,000 out of which class members’ valid claims submitted in compliance with the
7 settlement procedures will be paid. Dkt. No. 88-1 at § 6. The Settlement Agreement also allowed
8 the Plaintiffs to seek an attorney fee award of up to 35% of the settlement amount, reimbursement
9 of actual litigation costs, and a case contribution award of up to \$15,000 for each of the named
10 Plaintiffs, subject to the Court’s review and approval and paid from the Settlement Fund. *Id.* at
11 § 10. Settlement-related costs of class notice, claims administration, and taxes will be paid out of
12 the Settlement Fund as well. *Id.* at § 6.3.

13 With the Court’s Order preliminarily approving the settlement agreement, the Court
14 directed the Claims Processor to issue notice to the Settlement Class. Dkt. No. 92, ¶¶3-9. Both
15 the Claims Processor and Class Counsel established settlement webpages consistent with the
16 Settlement Agreement. Dkt. No. 88-1, ¶2.2.3.2. Class Counsel’s website
17 (<https://www.symslaw.com/regencehearingaidsettlemnt>) directed class members to the website
18 maintained by the Claims Processor, which included Class Counsel’s Motion for Attorney Fees,
19 Litigation Costs and Case Contribution Award. See <https://wahearingaidsettlement.com/>.
20 Defendant Regence provided the required notice under the Class Action Fairness Act (“CAFA”).
21 Dkt. No. 94.

22 The Order also provided that Class members who wished to comment on or object to the
23 proposed Agreement were required to do so by March 6, 2026. Dkt. No. 92, ¶12. Class members
24 were informed of their rights and of this deadline in the notices that were mailed to them, and on
25 the websites of both the Claims Processor, and Class Counsel. Hamburger Decl., ¶2.
26

1 The Order further scheduled a final settlement hearing, to be held on March 20, 2026 at
2 9:00 a.m. P.T., to consider objections and comments by Class members and to determine whether
3 the proposed Agreement is fair, reasonable, adequate, and should be approved by the Court. Dkt.
4 No. 92, ¶11.

5 Consistent with the Court's Order, Class Counsel filed a motion for an award of attorney
6 fees, litigation costs, and case contribution payments on February 18, 2026. Dkt. No. 97. The
7 Class also moved for final approval of the settlement agreement on March 12, 2026.

8 This matter is now ripe for adjudication.

9 **II. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

10 **A. The Settlement Agreement Should Be Finally Approved**

11 1. The parties reached a Settlement Agreement resolving claims brought in this
12 lawsuit after approximately eight years of litigation.

13 2. The Settlement Agreement provides for a \$3,000,000 fund from which payments
14 will be made for Class members' valid and approved claims for uncovered hearing aids and
15 associated services during the Class period. Dkt. No. 88-1, ¶¶1.17, 1.19, 6.4. The Settlement
16 Fund will also pay for Class notice, the cost of claims administration, attorney fees and litigation
17 costs, case contribution awards, and if there are any remaining funds, a *cypres* distribution agreed
18 upon by the parties. *Id.*, ¶6.

19 3. If there are insufficient funds for payment of all valid and approved claims in full,
20 after attorney fees, costs, case contribution awards and specified expenses are paid, then Class
21 members will receive a *pro rata* distribution of the approved claim amount. *Id.*

22 4. In return for the benefits under the Settlement Agreement, the Settlement provides
23 for releases by Plaintiffs Sternoff and E.S., and unnamed class members of any and all claims
24 brought or that could have been brought in this litigation against Defendants relating to coverage
25 of or benefits for hearing aids and related services through December 31, 2025. Claims after that
26 date are not released. *Id.*, ¶¶1.4, 1.15, 1.16, 3.1- 3.4.

1 5. The Court preliminarily approved the proposed settlement on October 22, 2025.
2 Dkt. No. 92.

3 6. The Court’s Preliminary Approval Order appointed Epiq Class Action & Claims
4 Solutions, Inc. (“Epiq”) as Claims Processor and directed the parties to work with Epiq to email
5 and mail the approved Notice(s) to Settlement Class Members. *Id.*, ¶3.

6 7. Starting on or about December 31, 2025, Epiq emailed and mailed the court-
7 approved Notice(s) as described in the Settlement Agreement and the Court’s Order. *See* Dkt.
8 No. 96. For other Notice Recipients, Epiq mailed Postcard Notices (424,429) and long-form
9 Notices upon request. *Id.*, ¶¶18-20. Ultimately, Epiq estimated it reached approximately 98%
10 of Notice Recipients. Enlund Decl., ¶2.

11 8. On or about December 11, 2025, Defendants provided notices and materials
12 required under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b). Dkt. No. 95.

13 9. Only one class member objected to the Settlement Agreement, but their reasoning
14 appears to be facetious. *See* Dkt. No. 99. Seven individuals opted out of the Settlement
15 Agreement, however, it is not clear that these individuals were Class members, since there is no
16 indication that they had purchased hearing aids and associated services during the class period.
17 Enlund Decl., *Attachment 1*. No comments or concerns were received from any of the state
18 attorney general offices. Hamburger Decl., ¶2.

19 10. Class Counsel received numerous communications inquiring about the settlement
20 and the claims process. *Id.*, ¶4. Class Counsel reports that none of the comments were negative.
21 *Id.*

22 11. A total of 531 unique claims were received by the Claims Processor by March 11,
23 2026. The total value of these claims, after Epiq’s initial review, is \$ 916,318.68.

24 12. Additional claims were received by the Claims Processor from February 4 through
25 March 11, 2026 (“Late Claims”). The total number of Late Claims is 43 and the total
26 unadjudicated value of the claims is \$213,104.31. Based upon the timely and Late Claims

1 received through March 11, 2026, Class Counsel estimates that claimants will recover 100% of
2 all valid and approved claims. Hamburger Decl., ¶7.

3 13. Rule 23(e) provides that “a class action shall not be dismissed or compromised
4 without the approval of the court...” Compromise and arbitration of complex litigation is
5 encouraged and favored by public policy. *See Simula, Inc. v. Autoliv, Inc.*, 175 F.3d 716, 719 (9th
6 Cir. 1999).

7 14. A presumption of fairness and adequacy attaches to a class action settlement
8 reached in arm’s-length negotiations by experienced class counsel after meaningful discovery.
9 *See, e.g., Officers for Justice v. Civil Service Com.*, 688 F.2d 615, 625 (9th Cir. 1982); *Pickett v.*
10 *Holland Am. Line-Westours, Inc.*, 145 Wn.2d 178, 209, 35 P.3d 351 (2001).

11 15. The following factors are generally considered when determining whether a
12 settlement is fair, adequate, and reasonable: the likelihood of success by plaintiff; the amount of
13 discovery or evidence; the settlement terms and conditions; recommendation and experience of
14 counsel; future expense and likely duration of litigation; recommendation of neutral parties, if
15 any; number of objectors and nature of objections; and the presence of good faith and absence of
16 collusion. *Officers for Justice*, 688 F.2d at 625.

17 16. Based upon these factors, the Court finds that the Agreement is fair, reasonable,
18 and in the best interests of the class. The requirements of Fed. R. Civ. P. 23 have been satisfied.
19 Under the Settlement Agreement, claimants whose claims are not approved, in full or in part, will
20 have the opportunity to (a) submit a timely appeal to the Claims Processor and (b) participate in
21 arbitration, such that due process is also satisfied.

22 17. Specifically, the Court concludes that the Agreement was the result of arm’s-length
23 bargaining. It was reached after sufficient discovery and other litigation activity, and after a day-
24 long mediation with Louis D. Peterson of Hillis Clark Martin & Peterson, P.S. Although the
25 Plaintiffs believed that their claims had a strong likelihood of success, the litigation likely
26 involved complex questions of federal and state anti-discrimination law and insurance regulation,

1 damages calculations, and class certification issues. Given that many of these issues are of first
2 impression, there was a significant risk that even if Plaintiffs were successful before the trial court,
3 they would face significant delay as these novel issues were decided on appeal. The Court finds
4 that there is no evidence of collusion between the parties, and the Settlement Agreement was
5 reached in good faith.

6 18. The Class was provided with adequate notice, and due process has been satisfied
7 in connection with the distribution of the Class Notice. Only one objection to the proposed
8 Settlement Agreement was received by the Court or any of the parties.

9 **B. Class Counsel’s Requested Fees Are Reasonable**

10 Where a class action settlement creates a common fund, as has been done here, the Court
11 has discretion to choose either the percentage-of-the-fund or lodestar method in calculating the
12 fee award. *Vizcaino v. Microsoft Corp.*, 290 F. 3d 1043, 1047 (9th Cir. 2002). Typically, however,
13 courts apply the percentage-of-the-fund method where the settlement involves a common fund.
14 *Kinney v. Nat’l Express Transit Servs. Corp.*, Case No. 2:14-cv-01615-TLN-DB, 2018 U.S. Dist.
15 LEXIS 10808, *11 (E.D. Cal. Jan. 22, 2018); *Gerstein v. Micron Tech., Inc.* 1993 U.S. Dist.
16 LEXIS 21215, *14 (D. Idaho Sept. 10, 1993). *Accord*, MANUAL FOR COMPLEX LITIGATION (4th),
17 § 14.121 (“[T]he factor given the greatest emphasis is the size of the fund created, because ‘a
18 common fund is itself the measure of success ... [and] represents the benchmark from which a
19 reasonable fee will be awarded.’”). The Court adopts the percentage-of -the-fund method here,
20 and finds that allocating 33 $\frac{1}{3}$ % of the common fund towards attorney fees is reasonable. *See In*
21 *Re: Heritage Bond Litig.*, 2005 U.S. Dist. LEXIS 13555, *60 (C.D. Cal. June 10, 2005) (awarding
22 33 $\frac{1}{3}$ % because of “exceptional result” in obtaining a settlement for just 23% of class members’
23 losses and citing cases awarding 33 $\frac{1}{3}$ % or more for recoveries ranging from 10% to 17% of class
24 members’ losses). In finding 33 $\frac{1}{3}$ % to be a reasonable percentage, the Court has considered the
25 following facts:
26

1 **1. *An Award of Attorney Fees Amounting to 33 $\frac{1}{3}$ % of the Settlement Fund Is Reasonable***

2 (a) The Settlement's Highly Beneficial Results. Class Counsel obtained an
3 excellent result through this settlement. The Settlement provides a substantial monetary benefit
4 for the Class, by creating a \$3 million fund for the reimbursement of class members' claims for
5 their out-of-pocket expenditures on hearing aids and related services over an approximately 9-
6 year period. Dkt. No. 88-1, § 6. The Settlement offers such reimbursement regardless of whether
7 an otherwise eligible class member previously made a claim to Regence for coverage of services
8 related to hearing loss. *Id.* Significantly, the Settlement provides a streamlined process for filing
9 a claim, sending prior claimants pre-populated claim forms they can verify online. *Id.*

10 (b) Risk in Taking on the Litigation. Class Counsel undertook a significant
11 risk in bringing this class action lawsuit on a contingent basis. The case was heavily litigated by
12 both parties for over eight years, during which Class Counsel devoted substantial work on the
13 Class's behalf, for which counsel would not be entitled to reimbursement absent a recovery.
14 Hamburger Decl., ¶15(b).

15 (c) Complexity of the case. This case is complex, turning on issues of first
16 impression regarding the extent to which Sec. 1557 of the Affordable Care Act and Washington
17 State anti-discrimination law provide claims and rights of action to attack potentially
18 discriminatory health insurance benefit design. *See, e.g., Schmitt, et. al. v. Kaiser Found. Health*
19 *Plan of Wash.*, 965 F.2d 945, 954-55 (9th Cir. 2020). The case required a concomitant great deal
20 of skill in achieving the settlement.

21 Based on these factors, the Court finds that a 33 $\frac{1}{3}$ % allocation of funds from the common
22 fund towards Class Counsel's attorney fees is reasonable. *See Vizcaino*, 290 F.3d at 1048-1049
23 (listing factors for consideration in making reasonableness determination).

1 **2. *The Lodestar Cross-Check Supports a Fee Award of 33⅓% of the***
2 ***Common Fund***

3 The Court also finds that 33⅓% of the common fund constitutes reasonable attorney fees
4 even after performing and considering a lodestar cross-check. A lodestar cross-check is not
5 required by governing law or the Settlement Agreement. *See Benson v. Doubledown Interactive,*
6 *LLC*, 2023 U.S. Dist. LEXIS 97758, *8 (W.D. Wash. June 1, 2023) (*citing Farrell v. Bank of Am.*
7 *Corp., N.A.*, 827 F. Appx. 628, 631 (9th Cir. 2020)); *see generally* Dkt. No. 88-1. However, it can
8 provide a useful perspective on the reasonableness of fees otherwise resulting from a percentage
9 of the common fund calculation. *Vizcaino*, 290 F.3d at 1050.

10 The lodestar is determined by “multiplying the number of hours reasonably spent on the
11 litigation by a reasonable hourly rate.” *McCown v. City of Fontano Fire Dept.*, 565 F.3d 1097,
12 1102 (9th Cir. 2009). Based on Class Counsel’s declaration and fee ledgers, the lodestar amount
13 is \$605,974.75. That lodestar rate is then compared to the percentage fee award amount, in this
14 case, \$1,000,000. The percentage award sought by Class Counsel represents a multiplier of 1.65.
15 In general, multipliers of less than four are considered reasonable. *Vizcaino*, 290 F.3d at 1051.

16 **C. Payment of Litigation Costs**

17 Litigation costs are recoverable in a class action settlement. *Staton v. Boeing Co.*, 327 F.3d
18 938, 974-75 (9th Cir. 2003); *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366 (N.D.
19 Cal. 1996). The Settlement in this matter specifically authorizes the award of litigation costs,
20 subject to court review and approval. Dkt. No. 167-1, § 10.2. Class Counsel has provided a ledger
21 of the costs they paid out of pocket on this litigation, amounting to \$39,976.28. The Court has
22 reviewed the costs and finds them to constitute reasonable expenditures for the items and services
23 on which they were incurred, as well as reasonable overall.

24 **D. The Requested Case Contribution Awards Are Reasonable**

25 Case contribution awards are typical in class action cases, *Rodriguez v. West Publ’g Corp.*,
26 563 F. 3d 948, 958-959 (9th Cir. 2009), and are in the court’s discretion to award. *In re Mego Fin.*

1 *Corp. Sec. Litig.*, 213 F. 3d 454, 463 (9th Cir. 2000). The Settlement Agreement authorizes an
2 award of \$15,000 to each of the named Plaintiffs, for a total of \$30,000. Dkt. No. 88-1, § 10.3.
3 Plaintiffs and the Class seek an award of \$15,000 for each class representative.

4 In determining whether to approve a case contribution award, courts may consider the
5 following factors: (1) the risk to the class representative in commencing suit, both financial and
6 otherwise; (2) the notoriety and personal difficulties encountered by the class representative;
7 (3) the amount of time and effort spent by the class representative; (4) the duration of the
8 litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representative as a
9 result of the litigation. *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995).

10 The Plaintiffs' proposed incentive awards satisfies these criteria. First, the Class
11 Representatives made a significant contribution in time and effort toward the prosecution of this
12 case over a period of years, and its eventual settlement. Dkt. No. 98, ¶11. The Class
13 Representatives have been actively involved in every aspect of the case, throughout its years-long
14 lifespan. *Id.* They agreed to pursue the Defendants on behalf of a class, even though they might
15 have reached a better result for themselves had they pursued their claims individually. They
16 understood a that they owed a fiduciary duty to all other class members, and were responsible for
17 monitoring the litigation, communicating with Class Counsel, and acting in the best interests of
18 the class. Dkt. Nos. 89-90.

19 Additionally, courts often consider the relative size of a case contribution award compared
20 with the common fund from which it is drawn to determine the incentive award's reasonableness.
21 *See Sandoval v. Tharaldson Employee Management*, No. EDCV 08-482-VAP, 2010 U.S. Dist.
22 LEXIS 69799 (C.D. Cal. June 15, 2010) (noting that incentive award not exceeding 1% of total
23 settlement was fair and reasonable); *Acosta v. Evergreen Moneysource Mortg. Co.*, No. 2:17-cv-
24 00466-KJM-DB, 2019 U.S. Dist. LEXIS 198728, *53 (E.D. Cal. Nov. 14, 2019) (awarding named
25 plaintiff \$10,000 incentive award that represented 2.85% of gross settlement amount). Class
26

1 Counsel's proposed total incentive award of \$30,000 between all three class representatives would
2 amount to 1% of the Settlement Fund, supporting a finding of its reasonableness.

3 Based on the caselaw governing such awards, the sizable efforts the named Plaintiffs
4 reasonably expended in this manner on behalf of themselves and the Class, and the relatively
5 modest amount requested as incentive awards compared with the total Settlement Fund, the Court
6 finds that the requested \$15,000 case contribution payment for each named Plaintiff is reasonable
7 and should be awarded to them.

8 **III. APPROVAL OF DISBURSEMENTS AND PAYMENTS**
9 **TO CLASS MEMBERS**

10 To facilitate payments from the Settlement Fund, Class Counsel is authorized to delegate
11 authority to the Claims Processor to make all necessary distributions from the Settlement Fund
12 required pursuant to this Order and/or the Settlement Agreement.

13 Upon the occurrence of the conditions set forth in Section 2 of the Settlement Agreement,
14 the Court authorizes the payment of valid and approved class member claims. The Court
15 authorizes the disbursement of these funds from the Settlement Fund and authorizes the Claims
16 Processor, in consultation with class counsel, to make disbursements until all of the funds are
17 distributed, consistent with the terms of the Settlement Agreement.

18 Claimants must negotiate their checks within 90 days of issuance. The Claims Processor
19 may extend this deadline on request from a class member and issue replacement checks for lost
20 checks without further approval of the Court or additional cost to the claimant, provided the cost
21 of replacing the check does not exceed the value of the lost check.

22 **IV. CLASS NOTICE AND CLAIMS ADMINISTRATION COSTS**

23 The Claims Processor is authorized to reimburse itself from the Settlement Fund for the
24 cost of Class Notice and claims administration through March 20, 2026.

1 The Claims Processor may reimburse itself for the cost of claims administration, taxes,
2 etc. incurred after March 2026, after notifying class counsel regarding such payments at least 14
3 days in advance.

4 **V. AUTHORIZATION OF LATE-FILED CLAIMS**

5 The Claims Processor reports that claims were filed after the February 3, 2026 deadline
6 for submitting claims through March 11, 2026 (“Late Claims”). The estimated amount of these
7 Late Claims is \$213,104.31. Adjudication and payment of Late Claims is unlikely to result in a
8 *pro rata* reduction. Accordingly, the Court concludes that inclusion of Late Claims does not
9 prejudice the Class members who timely filed their claims. Courts have equitable authority to
10 permit the inclusion of Late Claims. *Cf. Silber v. Mabon*, 18 F.3d 1449, 1454 (9th Cir. 1993).

11 The Court orders the Claims Processor to accept Late Claims filed through March 11,
12 2026. The Claims Processor is ordered to adjudicate and pay those claims as if they were timely
13 filed.

14 **VI. CY PRES DISTRIBUTION**

15 The Court orders Claims Processor to distribute funds remaining after all items identified
16 in Section 6.3 of the Settlement Agreement are paid (to the extent there are any), first to the
17 Washington State Communication Access Project, up to \$300,000, and any remaining funds to
18 the Legal Foundation of Washington to be further distributed to charitable organizations that work
19 to ensure that persons who are hard of hearing have full access to public venues. Dkt. No. 88-1,
20 ¶6.6

21 **VII. CLASS COUNSEL’S FINAL REPORT AND DISMISSAL**

22 Class Counsel shall submit a final report to the Court regarding claims processing and
23 disbursement of funds from the Settlement Fund by no later than 30 days after the Settlement
24 Fund is fully funded and the Claims Processor has processed and paid all valid and approved
25 claims, including any Late Claims authorized for payment by the Court, and any claims allowed
26 as a result of the arbitration process. The report shall detail the payment of court-awarded attorney

1 fees and litigation costs, case contribution awards, and payment of claims, as well as any other
2 activities necessary to close the Settlement Fund. At the same time, Class Counsel shall file a
3 proposed Order of Dismissal.

4 **VIII. ORDER**

5 It is, therefore, ORDERED ADJUDGED AND DECREED that:

6 1. The Settlement Agreement is approved as fair, reasonable, and adequate under
7 Fed. R. Civ. P. 23, and its terms shall bind all class members, with the exception of the five class
8 members who timely opted out;

9 2. Class Counsel is awarded 33⅓% of the gross amount of the Settlement Fund
10 (\$3,000,000) created in this matter as attorney fees. Such fees (\$1,000,000) shall be paid from the
11 common Settlement Fund.

12 3. Class Counsel be reimbursed \$39,976.28 in costs to be paid from the common
13 Settlement Fund.

14 4. The Claims Processor is ordered to accept, adjudicate, and pay all late-filed claims
15 and emailed claims received by March 4, 2026, as if the claims were timely received.

16 5. The Claims Processor is ordered to make payments and distribute checks to class
17 members and the named plaintiffs in accordance with the Agreement and this Order, as approved
18 by the Claims Processor or on appeal by the Arbitrator, in whole or in part based upon the
19 distributions to be made. These amounts are authorized to be paid from the Settlement Fund.

20 6. Class Representatives Jodi Sternoff and E.S. by and through her parents R.S. and
21 J.S. are awarded \$15,000 each, or \$30,000 total, as case contribution awards, to be paid from the
22 common Settlement Fund.

23 7. The Claims Processor is ordered to distribute funds remaining after all items
24 identified in Section 6.3 of the Settlement Agreement are paid (to the extent there are any), first
25 to the Washington State Communication Access Project, up to \$300,000, and any remaining funds
26

1 to the Legal Foundation of Washington to be further distributed to charitable organizations that
2 work to ensure that persons who are hard of hearing have full access to public venues.

3 8. Class Counsel is ordered to submit a Final Report in accordance with the
4 Agreement and this Order.

5 9. After submission of Class Counsel’s Final Report, this matter shall be dismissed
6 with prejudice and without costs or fees.

7 It is so ORDERED this _____ day of _____, 2026.

8
9
10 _____
Richard A. Jones
United States District Judge

11 Presented by:

12 SIRIANNI YOUTZ
13 SPOONEMORE HAMBURGER PLLC

14 /s/ Eleanor Hamburger

15 Eleanor Hamburger (WSBA #26478)
16 Richard E. Spoonemore (WSBA #21833)
17 Daniel S. Gross (WSBA #23992)
3101 Western Ave., Suite 350
18 Seattle, WA 98121
Tel. (206) 223-0303; Fax (206) 223-0246
19 Email: ehamburger@sylaw.com
rspoonemore@sylaw.com
20 dgross@sylaw.com

21 *Attorneys for Plaintiff Class*