

THE HONORABLE JOHN C. COUGHENOUR

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SUN LIFE ASSURANCE COMPANY
OF CANADA,

Plaintiff-in-Interpleader,
v.

MARYANNAH O'CONNOR, *et al.*,

Defendants-in-Interpleader.

CASE NO. C16-0799-JCC

ORDER

This matter comes before the Court on Plaintiff-in-Interpleader Sun Life Assurance Company of Canada’s motion for attorney fees and costs (Dkt. No. 29) and motion to seal (Dkt. No. 28). On March 9, 2017, the Court awarded Sun Life reasonable fees and costs for bringing this action and in moving to dismiss, and directed Sun Life to submit an accounting of its costs. (Dkt. No. 27.) Sun Life submitted an accounting and incurred \$27,511.02 in fees and costs. (Dkt. No. 29 at 1–2; Dkt. No. 30.) However, Sun Life has voluntarily agreed to reduce its request to \$20,000. (Dkt. No. 29 at 2.) Sun Life also filed a motion to seal an exhibit containing “attorney billing records, which generally reflect sensitive and confidential decisions and strategies undertaken on behalf of Sun Life as part of the attorney-client relationship.” (Dkt. No. 28 at 1.) Defendants-in-Interpleader did not oppose either motion and the Court construes this lack of opposition as an admission the motions have merit. *See* W.D. Wash. Local Civ. R. 7(b)(2).

1 In order to award attorney fees and costs, the Court must determine whether the requested
2 number of hours is the same number of hours that reasonably competent counsel would have
3 billed. *Albion Pac. Prop. Res., LLC v. Seligman*, 329 F. Supp. 2d 1163, 1169 (N.D. Cal. 2004).
4 Second, the Court must determine if the hourly rate requested is reasonable. *Id.* The Court
5 concludes that due to the unforeseen complexities of this case, namely complications with
6 service on and communications with an active duty Defendant-in-Interpleader and a contested
7 motion to dismiss, the amount of hours spent on this matter, 81 hours, (Dkt. No. 29 at 4), was
8 reasonable. The Court also concludes that the hourly rates, ranging between \$285–\$390, (*id.*), are
9 reasonable because they are within the range of standard rates charged by attorneys in the Seattle
10 area. Therefore, the requested attorney fees and costs are reasonable, especially in light of Sun
11 Life’s voluntary reduction. The Court GRANTS the motion for attorney fees.

12 When evaluating a motion to seal, the Court starts from the position that “[t]here is a
13 strong presumption of public access to [its] files.” W.D. Wash. Local Civ. R. 5(g)(3); *see also*
14 *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 597 (1978). However, a particularized showing
15 of good cause will suffice to warrant sealing documents attached to non-dispositive motions.
16 *Kamakana v. City and Cnty. of Honolulu*, 447 F.3d 1172, 1180 (9th Cir. 2006). Here, Sun Life
17 has demonstrated good cause to seal the exhibit to its motion because the exhibit contains
18 attorney-client relationship material. Therefore, the Court GRANTS the motion to seal.

19 For the foregoing reasons, Sun Life’s motion for attorney fees and costs (Dkt. No. 29)
20 and motion to seal (Dkt. No. 28) are GRANTED. Sun Life is AWARDED \$20,000 in attorney
21 fees and costs and the exhibit filed under seal, Dkt. No. 31, will remain SEALED.

22 DATED this 25th day of April 2017.

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John C. Coughenour
UNITED STATES DISTRICT JUDGE