

1 **KAZEROUNI LAW GROUP, APC**

2 Abbas Kazerounian, Esq. (249203)

3 ak@kazlg.com

4 245 Fischer Avenue, Suite D1

5 Costa Mesa, CA 92626

6 Telephone: (800) 400-6808

7 Facsimile: (800) 520-5523

8 **BLACK OAK LAW FIRM**

9 Adib Assassi, Esq. (SBN 301036)

10 adib@blackoaklaw.com

11 1100 W. Town and Country Rd., Ste 1250

12 Orange, CA 92868

13 Telephone: (949) 688-6009

14 Facsimile: (800) 500-0301

15 *Attorneys for Plaintiff,*

16 Roy Lo

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
18 **COUNTY OF LOS ANGELES—UNLIMITED CIVIL**

19 **ROY LO, Individually and On Behalf**  
20 **of All Others Similarly Situated,**

21 **Plaintiff,**

22 **v.**

23 **NUTRIBULLET, LLC,**

24 **Defendant.**

25 **Case No.:** 21STCV12852

26 **PLAINTIFF’S MEMORANDUM OF**  
27 **POINTS AND AUTHORITIES IN**  
28 **SUPPORT OF MOTION FOR**  
**ATTORNEYS’ FEES, COSTS, AND**  
**SERVICE AWARD**

**Judge:** Hon. William F. Highberger

**Date:** November 3, 2022

**Time:** 11:00 a.m.

**Dept:** 10

**Action Filed:** April 2, 2021

[Filed Concurrently with Declaration of  
Abbas Kazerounian; Declaration of Jason  
A. Ibey; Declaration of Adib Assassi;  
Declaration of Pamela Prescott;  
Declaration of Gil Melili; Declaration of  
Roy Lo]



**TABLE OF CONTENTS**

**Page No.**

1		
2		
3	I.	INTRODUCTION ..... 1
4	II.	BRIEF FACTUAL AND PROCEDURAL POSTURE ..... 1
5	III.	THE REQUESTED ATTORNEYS’ FEES AND LITIGATION COSTS COMBINED OF \$195,000 SHOULD BE APPROVED AS FAIR AND REASONABLE ..... 2
6	A.	Public Policy Favors Awarding Attorneys’ Fees and Costs to Attorneys Acting As Private Attorneys General ..... 2
7	B.	Legal Standard for Award of Attorneys’ Fees and Costs ..... 3
8	C.	The Requested Attorney’s Fees and Costs is Supported Under the Lodestar Approach, Based on a Reasonable Risk Multiplier of 1.355 ..... 4
9		
10	1.	<u>Expenses of \$13,065.82 were reasonable incurred</u> ..... 4
11	2.	<u>The request for attorneys’ fees should be approved</u> ..... 5
12	i.	Counsels’ fee request amounts to a reasonable 1.355 multiplier ..... 6
13	ii.	The 327.2 hours incurred by counsel is reasonable ..... 9
14	iii.	The hourly rates requested are reasonable ..... 10
15	iv.	Counsels’ rates are supported by prior awards and case law ..... 11
16	v.	The reasonableness of the rates is supported by the 2017-2018 United States Consumer Law Attorney Fee Survey Report ..... 12
17	vi.	The reaction of the Settlement Class Members is positive ..... 12
18	IV.	AN INCENTIVE AWARD FOR PLAINTIFF IN THE AMOUNT OF \$3,000 IS REASONABLE AND APPROPRIATE ..... 13
19	V.	CONCLUSION ..... 14
20		
21		
22		
23		
24		
25		
26		
27		
28		



**TABLE OF AUTHORITIES**

**Page No.**

**Cases**

*Ades v. Omni Hotels Mgmt. Corp.*,  
2014 U.S. Dist. LEXIS 129689 (C.D. Cal. Sept. 8, 2014)..... 2

*Barovic v. Ballmer*,  
2016 U.S. Dist. LEXIS 6671, 2016 WL 199674 (W.D. Wash. 2016)..... 6

*Bezdek v. Vibram USA Inc.*,  
79 F. Supp. 3d 324 (D.Mass. 2015) ..... 7, 8, 14

*Brown v. Hain Celestial Grp., Inc.*,  
2016 U.S. Dist. LEXIS 19275, 2016 WL 631880 (N.D. Cal. Feb. 17, 2016) ..... 14

*Cellphone Termination Fee Cases*,  
186 Cal. App. 4th 1380 (2010) ..... 13

*Clarke v. American Residential Servs. LLC*,  
175 Cal. App. 4th 785 (2009) ..... 13

*Dennis v. Kellogg Co.*,  
No. 09-CV-1786-L (WMc), 2013 U.S. Dist. LEXIS 163118  
(S.D. Cal. Nov. 14, 2013) ..... 14

*Djoric v. Justin Brands*,  
No. BC574927, 2018 Cal. Super. LEXIS 11400  
(Cal. Super. Ct., Aug. 3, 2018) ..... 14

*Downey Cares v. Downey Community Development Commission*,  
196 Cal. App. 3d 983 (1987) ..... 9

*Earley v. Superior Court*,  
79 Cal. App. 4th 1420 (2000) ..... 2

*Franklin v. Ocwen Loan Servicing, LLC*,  
No. 3:18-cv-03333-SI (N.D. Cal. Aug. 26, 2022) ..... 11

*Graham v. DaimlerChrysler Corp.*,  
34 Cal.4th 553 (2003) ..... 8

*Gutierrez v. Wells Fargo Bank, N.A.*,

1	No. C 07-05923 WHA, 2015 U.S. Dist. LEXIS 67298	
2	(N.D. Cal. May 21, 2015) .....	11
3	<i>Harbour Landing-Dolfann, Ltd., v. Anderson,</i>	
4	48 Cal. App. 4th 260 (1996) .....	9
5	<i>Hensley v. Eckerhart,</i>	
6	461 U.S. 424 (1983).....	9
7	<i>Hinkle v. Sports Research Corporation,</i>	
8	No. 37-2020-00001422-CU-NP-NC	
9	(Sup. Ct. San Diego, California March 26, 2021) .....	11, 14
10	<i>In re Immune Response Sec. Litig.,</i>	
11	497 F. Supp. 2d 1166 (S.D. Cal. 2007) .....	4
12	<i>In re Omnivision Techs., Inc.,</i>	
13	559 F. Supp. 2d 1036 (N.D. Cal. Jan. 9, 2008).....	8
14	<i>In re Portfolio Recovery Assocs., LLC,</i>	
15	No. 11-md-2295-JAH (BGS), 2014 U.S. Dist. LEXIS 8218	
16	(S.D. Cal. Jan. 8, 2014).....	3
17	<i>In re Sutter Health Uninsured Pricing Cases,</i>	
18	171 Cal. App. 4th 495 (2009) .....	9-10
19	<i>Jones v. Abercrombie &amp; Fitch Trading Co.,</i>	
20	No. CV 15-0105 JGB (Ex), 2018 U.S. Dist. LEXIS 198001	
21	(C.D. Cal. Nov. 19, 2018).....	8
22	<i>Ketchum v. Moses,</i>	
23	24 Cal. 4th 1122 (2001) .....	4, 8, 9
24	<i>Laffitte v. Robert Half Internat. Inc.,</i>	
25	1 Cal. 5th 480 (2016) .....	9
26	<i>Large Audience Display Sys. v. Tennman Prods., LLC,</i>	
27	2017 U.S. Dist. LEXIS 85981 (C.D. Cal. June 2, 2017) .....	12
28	<i>Lealao v. Beneficial Cal., Inc.,</i>	
	82 Cal. App. 4th 19 (2000) .....	5, 6
	<i>Lindenbaum v. NCO Fin. Sys.,</i>	
	2011 U.S. Dist. LEXIS 78069 (E.D. Pa. July 18, 2011).....	12
	<i>Linder v. Thrifty Oil Co.,</i>	

1	23 Cal. 4th 429 (2000) .....	2, 14
2	<i>Love v. Mail on Sunday,</i>	
3	2007 U.S. Dist. LEXIS 97061 (C.D. Cal. Sep. 7, 2007).....	12
4	<i>Makaeff v. Trump Univ., LLC,</i>	
5	No. 10-cv-0940 GPC (WVG), 2015 U.S. Dist. LEXIS 46749	
6	(S.D. Cal. Apr. 9, 2015).....	12
7	<i>Medeiros v. HSBC Card Servs.,</i>	
8	No. CV 15-09093 JVS (AFMx), 2017 U.S. Dist. LEXIS 178484	
9	(C.D. Cal. Oct. 23, 2017) .....	14
10	<i>Mills v. Electric Auto-Lite Co.,</i>	
11	396 U.S. 375 (1970).....	2
12	<i>Nguyen v. HOVG, LLC,</i>	
13	2015 U.S. Dist. LEXIS 124019 (S.D. Cal. Sept. 15, 2015).....	12
14	<i>Perez v. Barclays Capital Real Estate Inc.,</i>	
15	No. CGC-10-496374, 2012 Cal. Super. LEXIS 9900	
16	(Cal. Super. Ct., Aug. 24, 2012) .....	14
17	<i>Press v. Lucky Stores, Inc.,</i>	
18	34 Cal. 3d 311 (1983) .....	5
19	<i>Pulaski &amp; Middleman, LLC v. Google, Inc.,</i>	
20	802 F.3d 979 (9th Cir. 2015) .....	3
21	<i>R.O. et al. v. Rady Children’s Hospital – San Diego,</i>	
22	No. 37-2020-00011841-CU-BT-CTL (Sup. Ct. San Diego May 10, 2022).....	11
23	<i>Ronquillo-Griffin v. TransUnion Rental Screening Sols., Inc.,</i>	
24	No. 17cv129-JM (BLM), 2019 U.S. Dist. LEXIS 79021	
25	(S.D. Cal. May 9, 2019).....	11
26	<i>Roos v. Honeywell Internat, Inc.,</i>	
27	241 Cal. App. 4th 1472 (2015) .....	6
28	<i>Rose v. Bank of Am. Corp.,</i>	
	No. 5:11-CV-02390-EJD, 2014 U.S. Dist. LEXIS 121641	
	(N.D. Cal. Aug. 29, 2014).....	6-7
	<i>Roth v. Plikaytis,</i>	
	15 Cal. App. 5th 283 (2017) .....	9

1	<i>S. Cal. Gas Co. v. Flannery,</i>	
2	5 Cal. App. 5th 476 (2016) .....	6
3	<i>San Bernardino Valley Audubon Soc’y, Inc. v. County of San Bernardino,</i>	
4	155 Cal. App. 3d 738 (1984) .....	10, 11
5	<i>Schmid v. Lovette,</i>	
6	154 Cal App 3d 466 (1984) .....	5
7	<i>Serrano v. Priest,</i>	
8	20 Cal. 3d 25 (1977) (“ <i>Serrano III</i> ”).....	5, 6
9	<i>Serrano v. Unruh,</i>	
10	32 Cal. 3d 621 (1982) (“ <i>Serrano IV</i> ”). .....	4, 9, 10
11	<i>Slayton v. Pomona Unified Sch. Dist.,</i>	
12	161 Cal. App. 3d 538 (1984) .....	3
13	<i>Spann v. J.C. Penney Corp.,</i>	
14	211 F. Supp. 3d 1244 (C.D. Cal. 2016) .....	13
15	<i>Syers Props. III, Inc. v. Rankin,</i>	
16	226 Cal. App. 4th 691 (2014) .....	10-11
17	<i>Thayer v. Wells Fargo Bank,</i>	
18	92 Cal. App. 4th 819 (2001) .....	5, 6
19	<i>Van Vranken v. Atl. Richfield Co.,</i>	
20	901 F.Supp. 294 (N.D. Cal. 1995) .....	7
21	<i>Vasquez v. Superior Court,</i>	
22	4 Cal. 3d 800 (1971) .....	14
23	<i>Walker v. Countrywide Home Loans, Inc.,</i>	
24	98 Cal. App. 4th 1158 (2002) .....	6
25	<i>Walker v. Life Ins. Co.,</i>	
26	No. CV 10-9198 JVS (JDEx), 2021 U.S. Dist. LEXIS 252938	
27	(C.D. Cal. June 7, 2021) .....	3
28	<i>Wershba v. Apple Computer, Inc.,</i>	
	91 Cal. App. 4th 224 (2001) .....	10
	<b><u>Statutes</u></b>	
	Cal Civ. Code § 1780.....	5

1 Cal. Civ. Code § 1780(e) ..... 5  
 2 Cal. Civ. Code § 1793.1(a)(1)..... 7  
 3 Cal Civ. Code § 1794..... 5  
 4 Cal. Civ. Code § 1794(d) ..... 5  
 5 Cal. Code. Civ. Proc. § 1021.5 ..... 3, 5, 6  
 6 California’s Consumer Legal Remedies Act (“CLRA”),  
 Cal. Civ. Code §§ 1750, *et seq.*; ..... 1, 3, 5, 13  
 7 California’s Song-Beverly Consumer Warranty Act (“SBA”),  
 Civ. Code §§ 1790, *et seq.*..... 1, 2, 5, 9, 13  
 8 California’s Unfair Competition Law (“UCL”),  
 9 Bus. & Prof. Code §§ 17200, *et seq.*..... 1, 3, 5, 13  
 10 **Other Authorities**  
 11 2017-2018 United States Consumer Law Attorney Fee Survey Report ..... 12  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28

1 **I. INTRODUCTION**

2 Roy Lo (“Plaintiff”) moves the Court for approval of his request for attorneys’ fees, costs, and  
3 service award as part of this preliminarily approved class action settlement in this action against  
4 defendant Nutribullet, LLC (“Nutribullet” or “Defendant”). The requested attorneys’ fees, costs and  
5 service awards are reasonable and justified in light of the fair settlement obtained for the class and  
6 other relevant factors for the Court’s consideration. Pursuant to the Settlement Agreement  
7 (“Agreement” or “Agr.”<sup>1</sup>) and Addendum thereto, Plaintiffs may request up to \$195,000 as a  
8 combined award of attorneys’ fees and litigation costs to be paid by Defendant. Agr. § VI.A. Further,  
9 under the Settlement, Plaintiff may request a service award of up to \$3,000 to be paid by Defendant  
10 for his efforts as Class Representative. Agr. § VI.B.

11 **II. BRIEF FACTUAL AND PROCEDURAL POSTURE**

12 During the Settlement Class Period of August 1, 2019 to July 15, 2022, Plaintiff alleges that  
13 Defendant chilled warranty claims and benefited monetarily to the detriment of consumers, by  
14 intentionally omitting disclosures required by California’s Song-Beverly Consumer Warranty Act  
15 from its warranty registration cards and online forms. Defendant allegedly violated: (a) California’s  
16 Song-Beverly Consumer Warranty Act (“SBA”), Civ. Code §§ 1790, *et seq.*; (b) California’s  
17 Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.*; and (c) California’s Unfair  
18 Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.* Defendant denies all liability from  
19 Plaintiffs’ allegations.

20 After the Action was filed on April 2, 2021, the Parties attended private mediation before the  
21 Honorable Patrick Walsh (Ret.) on August 11, 2021. Following several months of negotiations post-  
22 mediation, including with further assistance of the mediator, the Settlement Agreement was signed by  
23 Plaintiff on March 23, 2022 and fully executed by Defendant on April 11, 2022. A motion for  
24 preliminary approval before this department was filed on April 15, 2022, with supplemental briefing  
25 filed on July 11, 2022 that accompanied an Addendum<sup>2</sup> to the Settlement Agreement. The Court

26 \_\_\_\_\_  
27 <sup>1</sup> The Settlement Agreement (“Agr.”) was filed as Exhibit 1 to the Declaration of Abbas Kazerounian,  
on April 15, 2022.

28 <sup>2</sup> The Addendum was filed as Exhibit 1 to the Declaration of Jason A. Ibey, on July 11, 2022.



1 signed the order granting preliminary approval of the proposed class action settlement on July 15,  
2 2022 (“Preliminary Approval Order”).

3 **III. THE REQUESTED ATTORNEYS’ FEES AND LITIGATION COSTS COMBINED**  
4 **OF \$195,000 SHOULD BE APPROVED AS FAIR AND REASONABLE**

5 Plaintiff’s request for a combined award of \$195,000 as attorneys’ fees and costs is fair and  
6 reasonable and supported by amount of work and expenses incurred, with a reasonable risk multiplier.

7 **A. Public Policy Favors Awarding Attorneys’ Fees and Costs to Attorneys Acting**  
8 **As Private Attorneys General**

9 The California Supreme Court has long recognized the need for class actions in consumer cases  
10 where recoveries are too small to warrant individual prosecution. *See Earley v. Superior Court*, 79  
11 Cal.App.4th 1420, 1434 (2000) (internal citations omitted); *see also, Linder v. Thrifty Oil Co.*, 23 Cal.  
12 4th 429, 434 (2000) (“Courts long have acknowledged the importance of class actions as a means to  
13 prevent a failure of justice in our judicial system.”). Appropriate awards of attorneys’ fees are  
14 necessary in order to ensure that consumer rights are protected and defended. One of the fundamental  
15 axioms of class action law is that a plaintiff who obtains a settlement on behalf of absentee class  
16 members is allowed to recover reasonable attorneys’ fees and costs incurred in the litigation. *See, e.g.,*  
17 *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-92 (1970) (recognizing the right of class action  
18 plaintiffs who have obtained a settlement to recover attorneys’ fees and costs because, “[t]o allow the  
19 others to obtain full benefit from the plaintiff’s efforts without contributing equally to the litigation  
20 expenses would be to enrich the others unjustly at the plaintiff’s expense.”).

21 Here, the individual Settlement Class Members likely could not, or would not have undertaken  
22 the substantial investigation and litigation necessary to prosecute individual claims for the Defendant’s  
23 omission of the SBA’s prescribed language and disclosures from its warranty registration cards and  
24 online forms. As such, a class action was necessary to vindicate their rights. *See e.g., Ades v. Omni*  
25 *Hotels Mgmt. Corp.*, 2014 U.S. Dist. LEXIS 129689, at \*43) (C.D. Cal. Sept. 8, 2014) (“the Court  
26 [was] not persuaded that \$5,000 in damages is so clearly sufficient to motivate individual litigation”).

27 Contingency fee litigation is always risky, particularly in a novel case such as this one. Despite  
28

1 this risk, Settlement Class Counsel secured significant non-monetary relief in the form  
 2 of an automatic 6-month extended product warranty for thousands of Settlement Class Members. *See*  
 3 Agr. § IV.E. Additionally, the settlement provides for injunctive relief in the form of meaningful  
 4 changes to Defendant’s warranty registration card and online form in terms of additional disclosures  
 5 and statutory language.<sup>3</sup> Agr. § IV.F.

6 Thus, public policy favors approval of the requested award of attorneys’ fees and costs.

7 **B. Legal Standard for Award of Attorneys’ Fees and Costs**

8 Plaintiff may recover reasonable attorneys’ fees under the private attorney general doctrine  
 9 codified by CCP § 1021.5. *See Slayton v. Pomona Unified Sch. Dist.*, 161 Cal. App. 3d 538, n.1 (1984);  
 10 *see also, In re Portfolio Recovery Assocs., LLC*, No. 11-md-2295-JAH (BGS), 2014 U.S. Dist. LEXIS  
 11 8218, at \*19 (S.D. Cal. Jan. 8, 2014) (refusing to dismiss a prayer for attorney’s fees under Section  
 12 1021.5 in a TCPA case and noting that an award of attorney’s fees in other cases involving federal law  
 13 has been approved under Section 1021.5). Such doctrine is often invoked in actions such as this one  
 14 involving claims under the UCL or CLRA. *See e.g., Walker v. Life Ins. Co.*, No. CV 10-9198 JVS  
 15 (JDEx), 2021 U.S. Dist. LEXIS 252938 (C.D. Cal. June 7, 2021) (looking to Section 1021.5 in  
 16 awarding attorneys’ fees in class action settlement under UCL). Here, Plaintiff’s Prayer for Relief in  
 17 the Complaint includes a request for “attorney’s fees” and “costs of suit”).

18 This Settlement provides for a significant non-monetary recovery to the Settlement Class  
 19 Members who were allegedly misled by the Defendant’s “warranty registration” documents and online  
 20 registration form. Mr. Lo, the Class Representative, purchased the product believing it was  
 21 accompanied by the warranty advertised without needing registration, (Comp., ¶¶ 19-22), which, if he  
 22 prevailed, would arguably entitle him to damages in the amount that he would have been willing to  
 23 pay for the product had it been properly advertised to him. *See Pulaski & Middleman, LLC v. Google,*  
 24 *Inc.*, 802 F.3d 979, 989 (9th Cir. 2015). The burden imposed on Plaintiff to prove his claims is out of

25 \_\_\_\_\_  
 26 <sup>3</sup> Plaintiff had initially secured additional relief through settlement in the form of a \$10 voucher for  
 27 each Settlement Class Member (*see* Agr. § IV.C), however, that relief was considered *de minimus* by  
 28 the Court during the initial preliminary approval hearing on June 9, 2022. Through the Addendum to  
 the Settlement Agreement, the voucher provision was removed, thus streamlining the settlement  
 process by avoiding the need for a claim form to be submitted by Settlement Class Members.

1 proportion to his minimal potential individual recovery of an extended warranty for the allegedly false  
 2 or misleading documents that accompanied the product, including the online registration form. *See*  
 3 Compl., ¶¶ 59-60.

4 Thus, an award of attorneys’ fees here is further supported by the Parties’ Settlement  
 5 Agreement, which contemplates that Settlement Class Counsel may apply to the Court for an award  
 6 of attorneys’ fees and costs to be paid by Defendant. Defendant agreed not to oppose a motion for  
 7 attorneys’ fees so long as the attorneys’ fees and the litigation costs requested do not exceed a  
 8 combined total of \$195,000. *See* Agr. at § VI.A. “[A]bsent circumstances rendering the award unjust,  
 9 an attorney fee award should ordinarily include compensation for all the hours reasonably spent  
 10 including those relating solely to the fee.” *Ketchum v. Moses*, 24 Cal. 4th 1122, 1133 (2001); *see also*,  
 11 *Serrano v. Unruh*, 32 Cal. 3d 621, 624 (1982) (“*Serrano IV*”).

12 **C. The Requested Attorney’s Fees and Costs is Supported Under the Lodestar**  
 13 **Approach, Based on a Reasonable Risk Multiplier of 1.355**

14 Plaintiff’s counsel’s loadstar of \$134,198,<sup>4</sup> and expenses incurred of \$13,065.82, demonstrate  
 15 the requested attorneys’ fees and costs is fair and reasonable.

16 **1. Expenses of \$13,065.82 were reasonably incurred**

17 Plaintiff’s counsel have documented a total of \$13,065.82 in litigation expenses incurred in  
 18 this action as of September 6, 2022, which are detailed in declarations of Settlement Class Counsel.  
 19 *See* Kazerounian Decl., ¶ 16 (\$12,590.62); Exhibit 1 thereto; Assassi Decl., ¶ 14 (\$475.20). These  
 20 expenses for which Class Counsel seek reimbursement include filing fees (e.g., \$1,460.50 for  
 21 complex complaint filing fee), service of process (\$175), mediation fees of \$9,450, travel, copying,  
 22 postage, and CaseAnywhere service fees. (*Id.*) *See In re Immune Response Sec. Litig.*, 497 F. Supp. 2d  
 23 1166, 1177-78 (S.D. Cal. 2007) (finding that costs such as filing fees, photocopy costs, travel expenses,  
 24 postage, telephone and fax costs, computerized legal research fees, and mediation expenses are relevant  
 25 and necessary expenses in class action litigation). Settlement Class Counsel expect to incur additional  
 26 costs to file the present motion, and to file a motion for final approval of class action settlement.

27 \_\_\_\_\_  
 28 <sup>4</sup> Time incurred by support staff such as clerks and paralegals are not counted in Plaintiff’s lodestar,  
 as their hours have been zeroed for purpose of this motion.

2. **The request for attorneys’ fees should be approved**

California courts, in exercising their broad discretion to determine the appropriate fee pursuant to Section 1021.5, may base their calculations on the “lodestar” and “multiplier” method. *See Press v. Lucky Stores, Inc.*, 34 Cal. 3d 311, 322 (1983); *Serrano v. Priest*, 20 Cal. 3d 25, 48-49 (1977) (“*Serrano III*”). Under the lodestar approach, the court computes the “lodestar” amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates. *See Serrano III*, 20 Cal. 3d at 48; and *Lealao v. Beneficial Cal., Inc.*, 82 Cal. App. 4th 19, 26 (2000). However, “the lodestar formula does not limit consideration to hours expended and hourly rate, though that is the foundation of the calculation.” *Id.* at 40. The court then enhances this lodestar figure by a “multiplier” to account for a range of factors, such as the novelty and difficulty of the case, its contingent nature, skill displayed by class counsel, and the degree of success achieved. *See Serrano III*, 20 Cal. 3d at 49; *see also, Lealao*, 82 Cal. App. 4th at 26; *Thayer v. Wells Fargo Bank*, 92 Cal. App. 4th 819, 834 (2001) (“[t]here is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation”).

In addition to the award of attorneys’ fees countenanced by the Parties’ Settlement Agreement (Agr. § VI.A.), it is also permitted by statute. Plaintiffs may recover reasonable attorneys’ fees and costs pursuant to the SBA<sup>5</sup>, CLRA<sup>6</sup> and Cal. Code. Civ. Proc. § 1021.5.<sup>7</sup> Such relief was requested by Plaintiffs in their Prayer for Relief (Compl., pp. 17 of 18; *see also* ¶ 69). While attorney fees are not generally awarded under the UCL, “if a plaintiff prevails in an unfair competition law claim, it may seek attorney fees as a private attorney general pursuant to Code of Civil Procedure section

<sup>5</sup> Section 1794(d) of the SBA states: “If the buyer prevails in an action under this section, the buyer shall be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney’s fees based on actual time expended, determined by the court to have been reasonably incurred by the buyer in connection with the commencement and prosecution of such action.” Cal Civ. Code § 1794.

<sup>6</sup> Section 1780(e) of the CLRA states in part: “The court shall award court costs and attorney’s fees to a prevailing plaintiff in litigation filed pursuant to this section.” Cal Civ. Code § 1780.

<sup>7</sup> “An award of attorney fees under [this] theory is appropriate when ... the necessity for pursuing the lawsuit placed a burden on the plaintiff out of proportion to his individual stake in the matter.” *Schmid v. Lovette*, 154 Cal App 3d 466, 478-79 (1984) (internal citations omitted).

1 1021.5.” *Walker v. Countrywide Home Loans, Inc.*, 98 Cal.App.4th 1158, 1179 (2002).

2 This settlement certainly benefits the California public at large through injunctive relief to the  
 3 warranty form, website form, and literature changes by Nutribullet (Agr. § IV.E), as well as the  
 4 automatic 6-month extended warranty (*id.* at § IV.F.).

5 Essentially, Plaintiff requests \$181,934.18 in attorneys’ fees, as the request for litigation  
 6 expenses is \$13,065.82 ( $\$195,000 - \$13,065.82 = \$181,934.18$ ). A risk multiplier of 1.355 is  
 7 appropriate here (as explained below), where the action was taken on a contingency fee basis and  
 8 Class Counsel have not been paid anything to date for their time and expenses for this risky action  
 9 filed In April of 2021. Kazerounian Decl., ¶ 8; Assassi Decl., ¶ 15.

10 **i. *Counsels’ fee request amounts to a reasonable 1.355 multiplier***

11 Once the lodestar is fixed, the court may, in its discretion, increase or decrease that amount by  
 12 applying a positive or negative “multiplier” based on other factors. *Lealao v. Beneficial Cal., Inc.*, 82  
 13 Cal. App. 4th 19, 26 (2000). In applying a risk multiplier, courts look to a range of factors, such as  
 14 the novelty and difficulty of the case, its contingent nature, skill displayed by class counsel, and the  
 15 degree of success achieved. *See Roos v. Honeywell Internat, Inc.*, 241 Cal. App. 4th 1472, 1491 (2015);  
 16 *Serrano III*, 20 Cal. 3d at 49; *see also Lealao*, 82 Cal. App. 4th at 26; *Thayer v. Wells Fargo Bank*, 92  
 17 Cal. App. 4th 819, 834 (2001) (“[t]here is no hard-and-fast rule limiting the factors that may justify an  
 18 exercise of judicial discretion to increase or decrease a lodestar calculation”).

19 Under the Agreement, Settlement Class Counsel may seek attorneys’ fees and litigation costs  
 20 (combined) up to \$195,000. Agr., § VI.A. Based on 327.2 hours of work (which includes a reasonable  
 21 estimate of additional hours through final approval and overseeing settlement administration), with a  
 22 combined lodestar of \$134,198, as indicated above, the attorneys’ fees request amounts to a reasonable  
 23 1.355 multiplier ( $\$181,934.18 / \$134,198 = \text{Approx. } 1.355$ ). *See e.g., S. Cal. Gas Co. v. Flannery*, 5  
 24 Cal. App. 5th 476, 493 (2016) (upholding lower court’s application of a “multiplier of 1.5 based on  
 25 the contingent nature of the fee agreement, which reflects a risk of nonrecovery and a delay in  
 26 payment.”); *Barovic v. Ballmer*, 2016 U.S. Dist. LEXIS 6671, 2016 WL 199674, \*4 (W.D. Wash.  
 27 2016) (multiplier of 2.5); *Rose v. Bank of Am. Corp.*, No. 5:11-CV-02390-EJD, 2014 U.S. Dist. LEXIS

1 121641, \*29 (N.D. Cal. Aug. 29, 2014) (discussing the range of multipliers awarded in various  
2 consumer TCPA class action settlements and finding a multiplier of 2.59 appropriate); *Van Vranken*  
3 *v. Atl. Richfield Co.*, 901 F.Supp. 294, 298-99 (N.D. Cal. 1995) (holding that a multiplier of 3.6 was  
4 “well within the acceptable range for fee awards in complicated class action litigation” and that  
5 “[m]ultipliers in the 3-4 range are common”).

6 Plaintiffs filed this action on April 2, 2021 and then attended private mediation before the  
7 Honorable Patrick Walsh (Ret.) on August 11, 2021. After several months of negotiations post-  
8 mediation, including with further assistance of the mediator, the Settlement Agreement was signed by  
9 Plaintiff on March 23, 2022 and fully executed by Defendant on April 11, 2022. Plaintiff, through  
10 Class Counsel, had secured a settlement of \$10.00 vouchers to be provided to Settlement Class  
11 Members, which relief was subsequently removed from the Settlement following conference with the  
12 Court. Agr. § IV.C; Addendum, pp. 1-2. However, had the settlement relief remained, it would  
13 represent approximately 10% of the average cost of the Covered Products (at approximately \$98).

14 The current settlement provides that all Settlement Class Members are to receive an automatic  
15 extended 6-month warranty for their products. Agr. § IV.F. This is significant as Class Members will  
16 receive this benefit without needing to submit a claim or take any affirmative action. Further, this  
17 warranty extension amounts to additional 50% of warranty coverage for Class Products (NutriBullet’s  
18 original warranty is 1 year in duration).

19 The settlement further provides beneficial injunctive relief, wherein NutriBullet has agreed to  
20 remove, and otherwise refrain from using, the statement “Warranty Registration Card” and all  
21 substantially similar statements from the registration cards contained within the Covered Products’  
22 packaging as well as on NutriBullet’s website and online advertisements that it controls. NutriBullet  
23 would be required to also include the Song-Beverly Disclosure language as required by California  
24 Civil Code § 1793.1(a)(1) on its online product registration form and any registration cards or printed  
25 warranty materials contained within or on the Covered Products’ packaging. Agr. at § IV.E. *See e.g.*,  
26 *Bezdek v. Vibram USA Inc.*, 79 F. Supp. 3d 324, 351 (D.Mass. 2015) (“The settlement requires Vibram  
27 to discontinue its purportedly false advertising campaign unless Vibram obtains ‘competent and  
28

1 reliable scientific evidence to substantiate’ such claims. This is a meaningful concession given that the  
2 alleged falsity of the advertising was the central disputed issue in the suit. The district court did not  
3 abuse its discretion in concluding that injunctive relief against continuation of the allegedly false  
4 advertising was ‘a valuable contribution to this settlement agreement.’”).

5 Thus, this Settlement is a meaningful, prompt and positive result for the Settlement Class  
6 Members. *See e.g., In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal. Jan. 9, 2008)  
7 (approving settlement that constituted 6% of maximum potential damages); *Jones v. Abercrombie &*  
8 *Fitch Trading Co.*, No. CV 15-0105 JGB (Ex), 2018 U.S. Dist. LEXIS 198001, at \*17 (C.D. Cal. Nov.  
9 19, 2018) (finally approving class action settlement where the total settlement amounted to  
10 “approximately 35% of the expected recovery”); *Bezdek*, 79 F. Supp. 3d at 351 (granting final approval  
11 of a class settlement, finding the relief afforded by the settlement approximately \$8.44 per pair of  
12 footwear and injunctive relief, for up to two pairs of shoes, was reasonable in relation to the uncertainty  
13 of success at trial, with a non-reversionary common fund of \$3,750,000). The recovery here further  
14 justifies the requested award of attorneys’ fees based on a reasonable multiplier. *See Ketchum v.*  
15 *Moses*, *supra*, 24 Cal.4th at p. 1139 (court can award multiplier for an exceptional quality of  
16 representation); *see also Graham v. DaimlerChrysler Corp.*, 34 Cal.4th 553, 582 (2003) (enhancement  
17 to multiplier justified when exceptional effort produces exceptional benefit).

18 As explained in the motion for preliminary approval filed on April 15, 2022 (at pages 15 to  
19 16), Plaintiff faced several risks in this litigation, including the novelty of this litigation, denial of class  
20 certification if contested, uncertainties associated with complex class action litigation, protracted and  
21 burdensome litigation, challenges to Plaintiff’s damages theories, and the continued denial of the  
22 allegations by NutriBullet. The assumption of these risks and delayed relief further justify the  
23 requested award of attorneys’ fees. Notably, this action was taken on by Class Counsel entirely on a  
24 contingency fee basis, for which they have yet to be paid for work since April 2, 2021. [Kazerounian  
25 Decl., ¶¶ 8, 15]. Thus, a risk multiplier of 1.355 here is reasonable and appropriate.

26 Consequently, Plaintiff’s fee request is justified based upon the lodestar method, with a  
27 combined lodestar of \$134,198, and based on a reasonable risk multiplier of 1.355 for this risky action  
28

1 based largely on an alleged technical violation of the SBA.

2 **ii. The 327.2 hours incurred by counsel is reasonable**

3 Counsel for prevailing parties are entitled to be compensated “for all time reasonably expended  
4 in pursuit of the ultimate result achieved in the same manner that an attorney traditionally is  
5 compensated by a fee-paying client for all time reasonably expended on a matter.” *Hensley v.*  
6 *Eckerhart*, 461 U.S. 424, 431 (1983) (internal quotes and citation omitted); *Laffitte v. Robert Half*  
7 *Internat. Inc.*, 1 Cal.5th 480, 490 (2016); and *Serrano IV, supra*, at 632-33 (parties “should recover  
8 for all hours reasonably spent”); *Roth v. Plikaytis*, 15 Cal. App. 5th 283, 290 (2017) quoting *Ketchum*  
9 *v. Moses*, 24 Cal.4th at 1133 (2001) (“[P]arties who qualify for a fee should recover compensation for  
10 “all the hours reasonably spent”).

11 The *Ketchum* decision carefully considered and reaffirmed that attorneys’ fees should include  
12 all fees expended, including those spent in an effort to recover attorneys’ fees. *See Ketchum v. Moses*,  
13 *supra*, 24 Cal. 4th at 1141. That court noted that the purpose of statutory fee authorizations “will often  
14 be frustrated, sometimes nullified, if awards are diluted or dissipated by lengthy, uncompensated  
15 proceedings to fix or defend a rightful fee claim.” *Id.* at 1133 (citations omitted). And, in *Downey*  
16 *Cares v. Downey Community Development Commission*, the court addressed whether plaintiffs’  
17 attorney should be compensated for work spent on the motion for attorneys’ fees, as distinguished  
18 from their work on the merits of the case. *Downey Cares*, 196 Cal.App.3d 983, 997 (1987). The court  
19 stated that the theory for awarding fees for all time spent, including time spent on fee related issues,  
20 is to preserve the benefit of the award for services on the merits. *Id.*; *see also, Harbour Landing-*  
21 *Dolfann, Ltd., v. Anderson*, 48 Cal. App. 4th 260, 263 (1996); *Serrano v. Unruh*, 32 Cal. 3d 621, 632-  
22 33 (1982) (*Serrano IV*) (parties “should recover for all hours reasonably spent”).

23 Plaintiff submits that the attorneys’ fee award sought herein is reasonable under the lodestar  
24 approach in determining reasonable attorney’s fees. Plaintiffs’ counsel’s hours and costs are also fully  
25 documented and reasonably incurred. Kazerounian Decl., ¶¶ 9-17; Declaration of Jason A. Ibey (“Ibey  
26 Decl.”), ¶¶ 10-16, Assassi Decl., ¶¶ 10-14; Declaration of Pamela Prescott (“Prescott Decl.”), ¶¶ 7-12;  
27 Declaration of Gil Melili (“Melili Decl.”), ¶¶ 9-11. *See In re Sutter Health Uninsured Pricing Cases*,



1 171 Cal. App. 4th 495, 511-12 (2009) (“We see no reason why [the court] could not accept the  
 2 declarations of counsel attesting to the hours worked, particularly as he was in the best position to  
 3 verify those claims by reference to the various proceedings in the case.”); *see also, Wershba v. Apple*  
 4 *Computer, Inc.*, 91 Cal. App. 4th 224, 254-55 (2001).

5 The hourly rates and hours incurred by Plaintiffs’ counsel<sup>8</sup> (which includes a reasonable  
 6 number of estimated hours through final approval) are summarized below:

	HRS. INCURRED	RATE/HR.	TOTAL
<b>KAZEROUNI LAW GROUP, APC</b>	-	-	-
<b>A) ABBAS KAZEROUNIAN (PARTNER)</b>	32.70	\$745	\$24,361.50
<b>B) JASON A. IBEY (PARTNER)</b>	116.10	\$450	\$52,245
<b>C) PAMELA PRESCOTT (ASSOCIATE)</b>	59.10	\$300	\$17,730
<b>D) GIL MELILI (ASSOCIATE)</b>	58.60	\$240	\$14,064

	HRS. INCURRED	RATE/HR.	TOTAL
<b>BLACK OAK LAW FIRM</b>	-	-	-
<b>A) ADIB ASSASSI (FOUNDER)</b>	60.7	\$425	\$25,797.50
<b>TOTAL COMBINED LODESTAR</b>	<b>327.20</b>	-	<b>\$134,198</b>

19 **iii. The hourly rates requested are reasonable**

20 Plaintiffs’ counsel should be compensated at hourly rates that reflect the reasonable market  
 21 value of their legal services, based on their experience and expertise. *Serrano IV*, 32 Cal. 3d at 640  
 22 n.31; *San Bernardino Valley Audubon Soc’y, Inc. v. County of San Bernardino*, 155 Cal. App. 3d 738,  
 23 755 (1984). “[T]he reasonable hourly rate used for the lodestar calculation ‘is that prevailing in the  
 24 community for similar work.’” *Syers Props. III, Inc. v. Rankin*, 226 Cal. App. 4th 691, 702 (2014)  
 25 (internal citation omitted). Payment at full market rates is essential to entice well-qualified counsel to  
 26 undertake difficult cases such as this one. *San Bernardino Valley Audubon Soc’y*, 155 Cal. App. 3d at

27 \_\_\_\_\_  
 28 <sup>8</sup> Plaintiff’s counsel are willing to provide detailed billing records upon request by the Court.

1 755. A summary of the time incurred by Plaintiffs’ counsel is included in their declaration in which  
 2 counsel categorize their time by major task. Kazerounian Decl., ¶¶ 9-11; Ibey Decl., ¶¶ 10-11; Assassi  
 3 Decl., ¶¶ 10-11; Prescott Decl., ¶¶ 7-9; Melili Decl., ¶¶ 9-10.

4 **iv. Counsels’ rates are supported by prior awards and case law**

5 Plaintiffs’ counsel assigned to this matter have considerable experience litigating a variety of  
 6 consumer rights cases, including warranty and false advertising cases, and each believe that the fees  
 7 requested, and their hourly rates, are reasonable. *See* Kazerounian Decl., ¶¶ 12-17, 18-27; Ibey Decl.,  
 8 ¶¶ 12-16, 17-27; Assassi Decl., ¶¶ 10-14, 16-21; Prescott Decl., ¶¶ 7-12, 13-16; Meleli Decl., ¶¶ 9-11,  
 9 12-16; *see also* Exhibit 2 to Kazerounian Decl., ¶ 26 (On January 6, 2020, Judge Landya B. McCafferty  
 10 of the District of New Hampshire recognized Mr. Kazerounian and Mr. Ibey as “highly qualified and  
 11 experienced in consumer class actions, including false advertising claims”).

12 Mr. Kazerounian seeks approval of an hourly rate of \$745; Mr. Ibey seeks approval of an  
 13 hourly rate of \$450; Mr. Assassi seeks approval of an hourly rate of \$425; and approval of an hourly  
 14 rate of \$300 for work performed by Ms. Prescott and \$240 for work by Mr. Melili. Similar hourly  
 15 rates sought by counsel here have been approved by other courts. *See R.O. et al. v. Rady Children’s*  
 16 *Hospital – San Diego*, No. 37-2020-00011841-CU-BT-CTL (Sup. Ct. San Diego May 10, 2022)  
 17 (approving Mr. Kazerounian for hourly rate of \$755 in finally approved class action settlement);  
 18 *Hinkle v. Sports Research Corporation*, No. 37-2020-00001422-CU-NP-NC (Sup. Ct. San Diego,  
 19 California March 26, 2021) (approving hourly rate of \$730 for Mr. Kazerounian, \$440 for Mr. Ibey,  
 20 in product false advertising settlement); *Ronquillo-Griffin v. TransUnion Rental Screening Sols., Inc.*,  
 21 No. 17cv129-JM (BLM), 2019 U.S. Dist. LEXIS 79021 (S.D. Cal. May 9, 2019) (approving \$405 for  
 22 Mr. Ibey, and \$705 for Mr. Kazerounian, in action filed on January 14, 2017); Kazerounian Decl., ¶  
 23 13; Ibey Decl., ¶ 13; *Franklin v. Ocwen Loan Servicing, LLC*, No. 3:18-cv-03333-SI, Dkt. No. 169  
 24 (N.D. Cal. Aug. 26, 2022) (approving \$230 for Gil Melili, in action filed on June 5, 2018).

25 Plaintiff’s counsels’ requested hourly rates are further supported by case law. *See, e.g.*,  
 26 *Gutierrez v. Wells Fargo Bank, N.A.*, No. C 07-05923 WHA, 2015 U.S. Dist. LEXIS 67298, at \*5  
 27 (N.D. Cal. May 21, 2015) (finding reasonable rates between \$475-\$975 for partners, \$300-\$490 for  
 28

1 associates, and \$150-\$430 for paralegals); *Large Audience Display Sys. v. Tennman Prods., LLC*,  
 2 2017 U.S. Dist. LEXIS 85981, at \*7 (C.D. Cal. June 2, 2017) (court found the prevailing market rate  
 3 for two senior associate attorneys to be \$375 and \$411); *Makaeff v. Trump Univ., LLC*, No. 10-cv-  
 4 0940 GPC (WVG), 2015 U.S. Dist. LEXIS 46749, \*4-5 (S.D. Cal. Apr. 9, 2015) (approving rates of  
 5 \$250-\$440 for associates and \$600-\$825 for partners after considering the National Law Journal  
 6 Survey); *Love v. Mail on Sunday*, 2007 U.S. Dist. LEXIS 97061, at \*25 (C.D. Cal. Sep. 7, 2007) (court  
 7 found partners billing at \$660 to \$690; senior associate billing at \$410 to \$460; and, junior associate  
 8 at \$305 were acceptable billing rates; such rates are over a decade old).

9  
 10 **v. *The reasonableness of the rates is supported by the 2017-2018 United States Consumer Law Attorney Fee Survey Report***

11 For the years 2017-2018, a survey was conducted of consumer advocates across the country to  
 12 determine the rates charged by attorneys practicing in the area of consumer protection. [See Exhibit 1  
 13 to Ibey Declaration (2017-2018 Billing Survey)]. That survey<sup>9</sup> supports the billing rates requested  
 14 herein as the California billing rate data in the survey, grouped by both region and years in practice.  
 15 In particular, the survey shows the 95% median for consumer class action cases was \$700 (page 59);  
 16 the average hourly rate was \$476 for an attorney where 90% of his practice was dedicated to consumer  
 17 law (Page 60); and for a small firm the average hourly rate for an attorney of 6-10 years was \$403  
 18 (page 60) [Exhibit 1 to Ibey Decl., ¶ 35]. Such rates are in line with the rates requested herein  
 19 establishing that the requested rates are reasonable and within the acceptable range, particularly when  
 20 the survey was from four years ago.

21 **vi. *The reaction of the Settlement Class Members is positive***

22 The structure of the Settlement is one in which all the Settlement Class Members benefit  
 23 automatically, without needing to submit a claim, by receiving an extended product warranty. As of  
 24 September 2, 2022, twenty-two (22) persons have requested exclusion and there are presently zero  
 25

26 <sup>9</sup> Previous versions of the survey have been accepted by various courts in determining reasonable  
 27 billing rates. See e.g., *Nguyen v. HOVG, LLC*, 2015 U.S. Dist. LEXIS 124019, at \*5 (S.D. Cal. Sept.  
 28 15, 2015) (years 2010-2011); see also, *Lindenbaum v. NCO Fin. Sys.*, 2011 U.S. Dist. LEXIS 78069  
 (E.D. Pa. July 18, 2011).

1 objections reported by the Settlement Administrator. [Ibey Decl., ¶ 39]. The deadline to object or  
 2 request exclusion will pass on September 29, 2022. The low number of opt-outs compared to the  
 3 many thousands<sup>10</sup> of Settlement Class Members, and zero objections thus far, further supports the fee  
 4 request by Plaintiff. *See e.g., Spann v. J.C. Penney Corp.*, 211 F. Supp. 3d 1244, 1264 (C.D. Cal. 2016)  
 5 (“The positive reaction of the class members supports the fee application.”). In sum, the requested  
 6 combined award of \$195,000 for attorneys’ fees and costs should be approved.

7 **IV. AN INCENTIVE AWARD FOR PLAINTIFF IN THE AMOUNT OF \$3,000 IS**  
 8 **REASONABLE AND APPROPRIATE**

9 In *Cellphone Termination Fee Cases*, the court reasoned that “the rationale for making  
 10 enhancement or incentive awards to named plaintiffs is that they should be compensated for the  
 11 expense or risk they have incurred in conferring a benefit on other members of the class.” 186 Cal.  
 12 App. 4th 1380, 1394 (2010) (quoting *Clarke v. American Residential Servs. LLC*, 175 Cal. App. 4th  
 13 785, 806 (2009)). In that *Cellphone Termination Fee Cases*, the appellate court upheld the trial’s court  
 14 approval of a \$10,000 incentive award for each class representative. *Id.* at 1396.

15 The Settlement Agreement here provides that Plaintiff Roy Lo may request a service award in  
 16 an amount up to \$3,000. Agr. § VI.B. This service award is justified by the fact that Roy Lo took  
 17 action after believing that NutriBullet was not complying with California Law and making misleading  
 18 representations regarding its warranties. Further, Mr. Lo assisted with factual investigation, approved  
 19 the complaint, promptly responded to any questions of counsel, made himself available by telephone  
 20 in case he was needed during the mediation, reviewed the settlement documentation, and submitted a  
 21 declaration in support of the motion for preliminary approval. *See* Declaration of Roy Lo (“Lo Decl.”),  
 22 ¶¶ 2-8. filed herewith. Consequently, Mr. Lo’s time and effort made resolution of this case possible  
 23 for many Settlement Class Members throughout California.

24 By bringing this action, Plaintiff furthered the public policy goals of the SBA, CLRA, and  
 25 UCL, as well as the well-established public policy goals of consumer class actions as recognized by  
 26

27 \_\_\_\_\_  
 28 <sup>10</sup> As required by Section VIII(B) of the Settlement Agreement, Defendant provided confidential sales  
 data to the Court for *in camera* review on or about July 26, 2022.

1 our Supreme Court. Not only do class actions offer consumers a means of recovery for modest  
 2 individual damages, but such actions often produce “several salutary by-products, including a  
 3 therapeutic effect upon those sellers who indulge in fraudulent practices, aid to legitimate business  
 4 enterprises by curtailing illegitimate competition, and avoidance to the judicial process of the burden  
 5 of multiple litigation involving identical claims.” *Linder*, 23 Cal. 4th at 445 (quoting *Vasquez, v.*  
 6 *Superior Court*, 4 Cal. 3d 800, 808 (1971)). The efforts and contributions of Mr. Lo as the Class  
 7 Representative should be recognized and rewarded.

8 Therefore, Plaintiff requests the Court order approving a service award in the full amount of  
 9 \$3,000 for his efforts as the Class Representative (Agr. § VI.B), which is also well supported by case  
 10 law. *See e.g., Bezdek*, 79 F. Supp. 3d at 352 (approving services awards between \$1,500 and \$2,500  
 11 in a false advertising action involving footwear); *Brown v. Hain Celestial Grp., Inc.*, 2016 U.S. Dist.  
 12 LEXIS 19275, 2016 WL 631880, at \*11 (N.D. Cal. Feb. 17, 2016) (approving \$7,500 service awards  
 13 to the named plaintiffs); *Medeiros v. HSBC Card Servs.*, No. CV 15-09093 JVS (AFMx), 2017 U.S.  
 14 Dist. LEXIS 178484, \*44 (C.D. Cal. Oct. 23, 2017) (approving \$5,000 service award); *Dennis v.*  
 15 *Kellogg Co.*, No. 09-CV-1786-L (WMc), 2013 U.S. Dist. LEXIS 163118, at \*27 (S.D. Cal. Nov. 14,  
 16 2013) (granting request for \$5,000 service awards to the two class representatives in product false  
 17 advertising case); *Djoric v. Justin Brands*, No. BC574927, 2018 Cal. Super. LEXIS 11400, at \*10  
 18 (Cal. Super. Ct., Aug. 3, 2018) (approving \$10,000 incentive awards to two class representatives in  
 19 consumer product false advertising case) [Exhibit 2 to Ibey Decl., ¶ 36]; *Perez v. Barclays Capital*  
 20 *Real Estate Inc.*, No. CGC-10-496374, 2012 Cal. Super. LEXIS 9900, at \*9-10 (Cal. Super. Ct., Aug.  
 21 24, 2012) (approving \$5,000 incentive award to class representative in consumer case) [Exhibit 3 to  
 22 Ibey Decl., ¶ 37]; *Hinkle v. Sports Research Corporation*, No. 37-2020-00001422-CU-NP-NC (Sup.  
 23 Ct. San Diego, California March 26, 2021) (approving service award of \$2,500 to both named  
 24 plaintiffs in product false advertising case) [Exhibit 4 to Ibey Decl., ¶ 38].

25 **V. CONCLUSION**

26 In conclusion, Plaintiff’s combined request for attorneys’ fees and litigation expenses of  
 27 \$195,000 is fair and reasonable, and the request for a service award of \$3,000 to Mr. Lo is also fair  
 28

1 and reasonable. Therefore, Plaintiff respectfully requests the Court grant the Motion for Attorneys'  
2 Fees, Costs and Service Award. A proposed order granting attorneys' fees, costs and service award  
3 will be submitted in connection with the motion for final approval of class action, which motion is due  
4 on or before October 4, 2022.

5 Dated: September 8, 2022

6 Respectfully Submitted,

7 **KAZEROUNI LAW GROUP, APC**

8 By:   
9 \_\_\_\_\_  
10 Abbas Kazerounian, Esq.  
11 ak@kazlg.com  
12 *Attorneys for Plaintiff*

