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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**ANNE WOLF, INDIVIDUALLY
AND ON BEHALF OF ALL
OTHERS SIMILARLY
SITUATED,**

Plaintiff,

v.

**HEWLETT PACKARD
COMPANY,**

Defendant.

Case No.: 5:15-cv-01221-TJH-GJS

**PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES AND COSTS**

Hon. Terry J. Hatter

Date: November 5, 2018

Time: 10:00 a.m.

Place: Courtroom 9B

**350 West 1st Street,
Los Angeles, CA 90012**

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1 **MEMORANDUM OF POINTS & AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs move the Court for an award of attorneys’ fees, costs and
4 incentive payment as part of this preliminarily approved class action settlement
5 (see Dkt. No. 120) between Plaintiffs Anne Wolf, Anthony Fehrenbach, Robin
6 Sergi, and Carlos Romero (collectively “Plaintiffs”) and Defendant, HP Inc.,
7 formerly known as Hewlett-Packard Company (“HP” or “Defendant”).¹ The
8 Settlement Agreement provides for a substantial financial benefit of \$20 per Class
9 Printer claimed by Class Members, which is a refund of over 15% off the
10 purchase price.² There were 8,203 Class Printers claimed by Class Members with
11 valid claims, which represents a take rate of approximately 15.4%, a much higher
12 take rate than average in a false advertising class action. This outstanding result
13 for the Class did not come easy. Plaintiffs fought through three years of
14 litigation, which included half a dozen motions on the pleadings, four separate
15 class actions, review of roughly 100,000 pages of documents, three hired experts,
16 depositions on both sides, a class certification motion which was granted in favor
17 of Plaintiffs, a motion for class notice approval with the submission of class
18 certification notice to the class, at considerable expense to class counsel, three
19 mediation sessions, preliminary approval, settlement notice, overseeing
20 administration, and now final approval of the settlement.

21 Each Class Member who submits a valid claim form will receive a check
22 for \$20 per Class Printer that they indicate in their Claim that they purchased,
23 subject to verification to check for errors. The agreement also provides that
24 Defendant stipulated for purposes of settlement that Plaintiffs were the prevailing
25

26
27 ¹ Collectively referred to as the “Parties.”

28 ² For reasons that are explained in Plaintiffs’ contemporaneously-filed Motion for Final Approval, this result may actually be better than what the Class Members would receive if Plaintiffs had gone to trial and prevailed at judgment.

1 parties, and were entitled to reasonable attorney’s fees and costs, in an amount
2 that was not subject to clear sailing, but which is subject to approval by The
3 Court.³ Defendant will separately pay all of the following: (1) all settlement
4 administration costs to KCC; (2) reasonable attorney’s fees paid separately from
5 the Class settlement fund; (3) reasonable litigation costs; and (4) incentive awards
6 to the Named Plaintiffs. *Id.* Again, these fees and expenses will *not* be paid from
7 Class Member funds, and were not in an amount agreed upon through a clear
8 sailing provision by the parties. The Parties agreed that this was the most ethical
9 and fair way of determining what fees should be awarded for Plaintiffs’ Counsels’
10 efforts in adjudicating this case and achieving this outstanding result.

11 On March 23, 2018, the Court granted preliminary approval of the
12 Settlement and its terms enumerated above, observing, that the Settlement
13 appeared reasonable and disclosed no grounds to doubt its fairness. Dkt. No. 120.
14 Federal Rules of Civil Procedure provide that “[i]n a certified class action, the
15 court may award reasonable attorneys’ fees and nontaxable costs that are
16 authorized by law or by the parties agreement.” Fed. R. Civ. P. 23. The fees
17 requested herein, as a matter of binding precedent, are subject to state law,
18 specifically the attorneys’ fees shifting provisions under California Consumers
19 Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.* (“CLRA”), Texas Deceptive
20 Trade Practices Act, Texas Business and Commerce Code, § 17.50 *et seq*
21 (“DTPA”), and California Code of Civil Procedure § 1021.5. Under all of these
22 laws, the analysis is straightforward for prevailing parties who achieve great
23 results for Class Members through reasonable and necessary litigation efforts.

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³ Defendant cannot and will not challenge that there has been a significant public
benefit by Plaintiffs, or that Plaintiffs are entitled to reasonable attorney’s fees
and costs; however, Defendant reserves the right to challenge the reasonableness
of the fees requested. Because no dollar figure has been agreed upon by the
Parties, there is no concern about collusion, and therefore the heightened test
normally required by Courts in class action settlements need not be applied.

1 As noted by Plaintiffs' Motion for Preliminary Approval of Class Action
2 Settlement and Certification of Settlement Class, which was approved by this
3 Court (Dkt. No. 68), the Settlement Agreement in this action resulted from
4 extensive arm's length negotiations, including a full-day mediation session before
5 Hon. Judge Louis M. Meisinger (Ret.). Friedman Decl ¶ 6. The arm's length
6 negotiations, especially those before Judge Louis M. Meisinger (Ret.), serve as
7 "independent confirmation" of the reasonableness of the Settlement's terms
8 including the attorneys' fees, costs, and incentive award sought by this Motion.
9 *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998). Under these
10 circumstances, the Court may give deference to the judgment of the parties
11 regarding the reasonableness of the requested fees.

12 The reasonableness of the requested fees is fully supported by the
13 "lodestar" approach, which is the preferred approach according to the Ninth
14 Circuit in fee shifting class actions such as this. The \$1,157,352.00 in attorneys'
15 fees sought equates to the straight lodestar of Class Counsel combined as to the
16 four actions which they are litigating and which are consolidated under this
17 Settlement, with no multiplier, and after all potentially duplicative hours have
18 been excluded.⁴ The hourly rates sought for Class Counsel have been approved
19 by numerous courts in the past in other Class Action settlements handled by
20 undersigned counsel. Class Counsel have incurred a combined total of 2,015.1
21 hours litigating this action for a combined lodestar of \$1,157,352.00. Class
22 Counsel have also expended \$98,428.40 in reasonable litigation costs to date,
23 which include payment for multiple mediations, payments to expert witnesses,
24 filing fees and service expenses in four cases, and the cost of class certification
25 due process notice to the class (nearly \$60,000), among others.

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27
28 ⁴ Even though requesting a multiplier is permissible, and even though the results
of this case under the circumstances would support a multiplier.

1 Through this fee brief, which Defendant has the option of opposing,⁵
 2 Plaintiffs seek Court approval of the agreed-upon costs and fees as follows: (1) all
 3 settlement administration costs, to be paid to the Claims Administrator; (2)
 4 attorneys' fees in the amount of \$1,157,352.00; and (3) litigation costs in an
 5 amount of \$98,428.40. As more thoroughly stated herein and as detailed in the
 6 supporting declaration filed herewith, these sums are fair and reasonable as they
 7 are fully supported by the loadstar methodology, do not impact the recovery of
 8 the Class Members in any way, were incurred across four separate lawsuits, one
 9 of which was certified as a class action under Rule 23, and were not specifically
 10 negotiated with Defendant, removing any and all concern about potential
 11 collusion under the *Bluetooth* factors. Friedman Decl. ¶¶ 16-46.

12 **II. STATEMENT OF FACTS**

13 Plaintiffs extensively set forth the facts underlying the terms of the
 14 Settlement and the procedural history of the case in the contemporaneously-filed
 15 Motion for Final Approval, and incorporate these facts by reference. A few
 16 additional points are worth mentioning.

17 **A. Attorneys' Fees Under The Settlement Agreement**

18 In class action settlements, it is rare for the parties to leave attorneys' fees
 19 open ended. The Parties did so here for several reasons. First, § 5.01 of the
 20 Settlement Agreement specifically states that any amount that a Class Member
 21 will receive under the agreement will not be impacted in any way by an award of
 22 attorneys' fees and costs to Class Counsel:

23 Total Payment/Amount Paid Per Approved Claim. HP shall pay
 24 twenty dollars (\$20.00) to Qualified Class Members for each Class
 25 Printer purchased by the Qualified Class Member, via a claims-made
 26 settlement, to resolve the Actions and obtain a release of all

27 ⁵ Defendant cannot challenge Plaintiffs' counsels' right to request fees as the
 28 prevailing party, or challenge the strength of the settlement for the Class, but can
 challenge the reasonableness of the fees incurred.

1 Released Claims in favor of Defendant and the Released Parties.
2 There shall be no cap on the total number of claims accepted. HP
3 will also agree to separately pay Settlement Costs, Administration
4 Costs and reasonable Attorneys' Fees, in addition to the amounts
5 to be paid to Qualified Class Members under Section XI of the
6 Agreement. Consequently, the amount of money that each Qualified
Class Member receives will not be affected at all by the payment of
Attorney's fees or any Costs.

7 The amount of recovery for Class Members was negotiated in mediation with
8 Judge Meisinger in full before the parties even addressed attorney's fees and costs
9 at all.

10 Second, § 6.01 of the Settlement Agreement states as follows:

11 Attorneys' Fees and Costs. Class Counsel will move the Court for
12 an award of attorneys' fees and expenses to be paid by HP,
13 completely separate and apart from the compensation to be paid by
14 HP to the class. The Court has made no finding on the issue of
15 Defendant's liability on the merits, and Defendant denies any such
16 liability under any theory. Pursuant to Section XVIII below, this
17 settlement shall not be deemed an admission of liability on the part
18 of Defendant for any purpose. However, for the limited purpose of
19 the Court's consideration of Plaintiffs' counsel's application for
20 attorneys' fees and costs, Defendant will agree that Plaintiffs are the
21 "prevailing parties" under applicable state law, as a result of the
class settlement reached herein. Defendant reserves all rights to
challenge the amounts of such fees and costs to be awarded by the
Court, including by way of opposition to Plaintiffs' motion for an
award of attorney's fees and costs.

22 Accordingly, by agreement of the Parties, Defendant agrees that Plaintiffs will be
23 awarded reasonable fees and costs, and that for purposes of this Motion, Plaintiffs
24 are the prevailing Parties. The Settlement at issue is on behalf of approximately
25 50,000 Class Members, and there is no dispute that this case was conferred a
26 significant benefit on a substantial number of people and that the subject matter of
27 the action implicated the public interest. With these issues in mind, Plaintiffs turn
28 to the appropriate test for determining reasonable fees in a case of this nature.

1 **B. Summary of Fees Incurred**

2 This action was originally filed nearly three and a half years ago. Since
3 that time, Plaintiffs’ counsel have expended thousands of attorneys’ hours in
4 ensuring that the Class Members would recover meaningful relief. These hours
5 were reasonable and necessary and include but are not limited to the following:

- 6 • Researching the facts of the case and preparing the initial
7 pleadings;
- 8 • Numerous drafted amendments to the complaints;
- 9 • Oppositions to motions to dismiss and motions for judgment on
10 the pleadings;
- 11 • Written discovery, including the review of approximately
12 100,000 pages of documentation;
- 13 • The taking and defending of several depositions;
- 14 • Class certification and damages expert outreach and
15 management;
- 16 • Research and preparation of class certification;
- 17 • Numerous court appearances;
- 18 • Day to day case management;
- 19 • The exchange of over 5,000 emails between Plaintiff’s counsel,
20 Defense counsel, experts, witnesses, third party retailers, clients,
21 claims administrators, The Court, and others;
- 22 • Efforts involved in the filing of three additional related class
23 action lawsuits aimed at expanding the class definition (a
24 successful effort), and management of these four case dockets;
- 25 • Coordinating and overseeing a certification class notice plan,
26 preparing and filing a motion for class notice, and paying nearly
27 \$60,000 in expenses out of pocket to ensure due process for the
28 Class was satisfied;
- Investigations, expenses and other preparations for three
 mediation sessions;
- Drafting and negotiating a settlement agreement, class notice and
 preliminary approval papers;
- Managing subpoenas of over a dozen third parties in possession
 of data necessary to assess damages and give notice to class
 members, including meet and confer efforts, document and data
 review, preparations of motions to compel and court appearances;

- Overseeing class administration efforts, including dozens of emails and phone calls with Class Members, review and approval of notice documentation, and discussions with Defense counsel and the administrator; and
- The drafting of Final Approval papers.

This list represents a very broad overview of the history of the major projects in the case and the steps undertaken by Plaintiffs' counsel to achieve the favorable results for the Class. None of these items are unnecessary, and in fact, every one of these items contributed to the overall success of this litigation.

III. LEGAL ARGUMENT

A. Legal Standard

“In a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement.” Fed. R. Civ. P. 23(h). Because California law governed the claim here, it also governs the award of attorneys' fees. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002); *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir.2011). Under California law, “the award of attorney fees is proper...if (1) plaintiffs' action has resulted in the enforcement of an important right affecting the public interest, (2) a significant benefit, whether pecuniary or nonpecuniary, has been conferred on the general public or a large class of persons and (3) the necessity and financial burden of private enforcement are such as to make the award appropriate.” *Press v. Lucky Stores, Inc.*, 34 Cal. 3d 311, 317-18 (1983); *see also Serrano v. Priest*, 20 Cal. 3d 25, 38 (1977).

California Code of Civil Procedure § 1021.5 applies to the request for attorney's fees in federal court actions brought under substantive California state law, including CLRA and UCL claims.⁶ *Abogados v. AT&T*, 223 F.3d 932, 934

⁶ Plaintiffs can request reasonable attorney's fees and costs of suit in addition to any recovery, pursuant to California Code of Civil Procedure. Under Cal. C. Civ. Proc. § 1021.5, a plaintiff may recover attorneys' fees if: (1) the lawsuit “has

1 (9th Cir.2000); *Graham v. DaimlerChrysler Corp.*, 34 Cal.4th 553, 560–561
2 (2004) (awarding fees in national class action settlement under § 1021.5); *In re*
3 *Consumer Privacy Cases*, 175 Cal.App.4th 545, 551 (2009) (same). Fee awards
4 granted pursuant to § 1021.5 must be calculated using a lodestar analysis. *Press v.*
5 *Lucky Stores, Inc.*, 34 Cal.3d 311, 321–22 (1983); *Flannery v. California*
6 *Highway Patrol*, 61 Cal.App.4th 629, 640 (1998); *Collado v. Toyota Motor Sales,*
7 *U.S.A., Inc.*, 550 Fed.Appx. 368 (9th Cir. 2013);⁷ *Winans v. Emeritus*
8 *Corporation*, 2016 WL 107574 (C.D. Cal. Jan. 11, 2016); *In re Bluetooth*
9 *Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir.2011); *Colgan v.*
10 *Leatherman Tool Group, Inc.*, 135 Cal.App.4th 663 (2006).⁸

11 The lodestar is calculated by multiplying the number of hours reasonably
12 expended on the litigation by a reasonable hourly rate. *In re Consumer Privacy*

14 resulted in the enforcement of an important right affecting the public interest”; (2)
15 “a significant benefit” is “conferred on the general public or a large class of
16 persons”; (3) “the necessity and financial burden of private enforcement . . . are
17 such as to make the award appropriate”; and (4) the fees “should not in the
18 interest of justice be paid out of the recovery, if any.” *See Conservatorship of*
19 *Whitley*, 50 Cal. 4th 1206, 1211 (2010) (“[T]he purpose of section 1021.5 is not
20 to compensate with attorney fees only those litigants who have altruistic or lofty
21 motives, but rather all litigants and attorneys who step forward to engage in
22 public interest litigation when there are insufficient financial incentives to justify
the litigation in economic terms.”). This case is a prototypical example of a case
in the public interest where there are not significant financial incentives to justify
the litigation in economic terms.

23 ⁷ Court abused discretion by computing fees using percentage of the fund method
24 as opposed to the lodestar method in a fee shifting case under California law.

25 ⁸ In *Colgan*, after the entry of judgment, plaintiffs filed a motion to recover their
26 attorney fees and costs as the prevailing parties under the CLRA (Civil Code §
27 1780, subd. (d)) and under the private attorney general provisions of Code of
28 Civil Procedure section 1021.5. The trial court awarded (separate from the class
recovery) attorney fees in the total amount of \$5,713,538, which was counsels’
lodestar multiplied times two. The amount was upheld on appeal. The analysis
in that matter is exactly what the Court should apply here.

1 *Cases*, 175 Cal.App. 4th 545, 556–57 (2009). In determining a reasonable rate,
2 the court is to consider the “experience, skill and reputation of the attorney
3 requesting fees.” *Trevino v. Gates*, 99 F.3d 911, 924 (9th Cir. 1996). The court
4 also considers “the prevailing market rates in the relevant community.” *Blum v.*
5 *Stevenson*, 465 U.S. 886, 895 (1984). The court may then enhance the lodestar by
6 applying a multiplier to take into account the contingent nature and risk
7 associated with the action, as well as other factors such as the degree of skill
8 required and the result achieved for the class. *Serrano v. Priest*, 20 Cal.3d 25, 49
9 (1977). Courts also allow recovery of pre-settlement litigation costs in the
10 context of class action settlements. *Staton v. Boeing Co.*, 327 F.3d 938, 974 (9th
11 Cir. 2003). Class counsel is entitled to “recover as part of the award of attorney's
12 fees those out-of-pocket expenses that would normally be charged to a fee paying
13 client.” *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994).

14 The Federal Rules of Civil Procedure provide that “[i]n a certified class
15 action, the court may award reasonable attorneys’ fees and nontaxable costs that
16 are authorized by law or by the parties agreement.” Fed. R. Civ. P. 23(h)
17 (emphasis added). The requested fees are fully supported under the Lodestar
18 approach. Courts will normally assess the reasonableness of fees under a clear
19 sailing provision where the parties have agreed upon the fee award as part of the
20 Class Settlement. Such circumstances will require the Court to undertake
21 additional analysis to ensure that the fee requested as part of the Settlement is
22 fundamentally fair reasonable and adequate, so that it can be ensured that there
23 has been no collusion between the parties. *Staton v. Boeing Co.*, 327 F.3d 938,
24 963 (9th Cir. 2003). However, this is not relevant in the case at bar, because there
25 was no clear sailing provision in the Agreement. Plaintiff is free to request any
26 fee, as the prevailing party, and Defendant is free to oppose the reasonableness of
27 that fee. Thus, the only relevant concern for The Honorable Court’s analysis is
28 how many hours were spent, what the hourly rates are, and whether the hours and

1 rates are reasonable under prevailing standards.⁹ In many ways, this is like any
2 fee brief in a case involving a judgment under a fee shifting statute. Assuming
3 there are no Class Member objections (unlikely since there were no objections to
4 the Settlement), The Honorable Court should analyze the Motion at bar just like it
5 analyzed other fee shifting attorneys' fees motions, such as in the case of *Randall*
6 *May Intern., Inc. v. DEG Music Products, Inc.*, 2013 WL 1344915 (C.D. Cal.
7 April 2, 2013) (determine reasonable hourly rates, add up the hours, exclude
8 redundant hours, account for skill and experience of attorneys, and multiply).

9 Courts are especially inclined to award full fees under the lodestar method
10 when the attorneys' fees provision of a settlement agreement does not tie the fee
11 payment to the recovery of the aggregate class settlement that would be received
12 by Class Members. *Eisen v. Porsche Cars North America, Inc.*, 2014 WL 439006
13 *9-12 (C.D. Cal. Jan. 30, 2014) (holding that any such objection would be
14 "without merit"); *see also Lilly v. Jamba Juice Company*, 2015 WL 2062858
15 (N.D. Cal. May 1, 2015); *Milligan v. Toyota Motor Sales, U.S.A., Inc.*, 2012 WL
16 10277179 *8 (N.D. Cal. Jan. 6, 2012);¹⁰ *Roberts v. Electrolux Home Products*,

17
18 ⁹ For this reason, factors such as the fairness of the fee requested as compared
19 with the class member recovery, the fact that fees were negotiated at arm's length,
20 in the context of a mediation, and other considerations which might lend
21 themselves to aiding the court in determining that there was no collusion or fraud
22 are all irrelevant here. The Parties did not agree on any amount to be awarded to
23 Class Counsel. This was the most ethical way of handling the situation, and
24 frankly, is the way that all Plaintiffs' counsel should do things in non-common
25 fund class settlements.

26 ¹⁰ "Here, class counsel's accounting, documented in extensive declarations
27 accompanying its motion, evidences the significant financial burden entailed by
28 prosecuting a case such as this. While recognizing that the benefits flowing from
the proposed settlement here are somewhat limited due to the intervening effect
of the CARB MOU, it is clear from the record that the hours expended by
plaintiffs' counsel and the requested fees are reasonable, given the tasks that were
accomplished, and taking into consideration the 'experience, skill and
reputation of the attorney[s] requesting the fees.' *Trevino*, 99 F.3d at 924."

1 *Inc.*, 2014 WL 4568632 (C.D. Cal. Sept 11, 2014); *Sadowska v. Volkswagen*
2 *Group of America, Inc.*, 2013 WL 9600948 (C.D. Cal. Sept. 25, 2013).

3 For reasons described herein, Class Counsel respectfully assert that (A) the
4 requested fee award of \$1,157,352.00 is fair, reasonable, and justified; and (B) the
5 payment of \$98,428.40 in costs is fair and reasonable.

6 **B. The Requested Fee is Reasonable, Fair and justified Under the**
7 **Lodestar Method**

8 The first step in the lodestar-multiplier approach is to multiply the number
9 of hours counsel reasonably expended by a reasonable hourly rate. *Hanlon*, 150
10 F.3d at 1029. Once this raw lodestar figure is determined, the Court may then
11 adjust that figure based upon its consideration of many of the same
12 “enhancement” factors considered in the percentage-of-the-fund analysis, such as:
13 (1) the results obtained; (2) whether fee is fixed or contingent; (3) the complexity
14 of the issues involved; (4) the preclusion of the other employment due to
15 acceptance of the case; and, (5) the experience, reputation, and ability of the
16 attorneys. *See Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir.
17 1975).¹¹ Plaintiffs’ requests only reasonable Lodestar, to be paid at hourly rates
18 that have been approved by courts, for hours that were reasonably and necessarily
19 incurred in litigating the rights of the Class, and for costs that were necessary in
20 this Class Action matter to advance the rights of Class Members. Several points
21 are worth mentioning as to why these fees should be awarded in full.

- 22 • The case was litigated for three years, which included numerous
23 dispositive motions, four separate lawsuits, a class certification
24 motion which was granted, class notice paid for by Class Counsel,

25
26 ¹¹ The risk inherent in contingency representation is a critical factor. The Ninth
27 Circuit stresses that “[i]t is an abuse of discretion to fail to apply a risk multiplier
28 when...there is evidence that the case was risky.” *Fischel v. Equit. Life Assurance*
Soc’y, 307 F.3d 997, 1008 (9th Cir. 2002); *see also Glass v. UBS Fin. Servs., Inc.*,
2007 WL 221862, at *16 (N.D. Cal. 2007).

1 the hiring of two experts, and after three mediation sessions. The
 2 amount of fees incurred were necessary and reasonable.

- 3 • There is no clear sailing provision for the fees, because
 4 undersigned counsel incurred a very high fee bill as of the time that
 5 the mediation was agreed upon. It was important due to the
 6 disproportionate nature of fees to recovery that there be no
 7 agreement to a number between the parties. This was the most
 8 ethical approach.
- 9 • The Class was certified by contested motion, heightening both the
 10 amount of time and expenditure in the case, as well as the care and
 11 detail given by counsel under their fiduciary duty to class
 12 members. This is important under *Bluetooth*.
- 13 • There are three fee shifting statutes at issue in this matter, and
 14 Plaintiffs were deemed the “prevailing party” as a condition of
 15 settlement, which means that only the reasonableness of the fees
 16 incurred can be analyzed or disputed.
- 17 • The class will not receive even a penny more or less regardless of
 18 the amount of fees awarded to Class Counsel. Given the
 19 intentional nature of the conduct by HP, full fees should be
 20 awarded to deter HP from engaging in false advertising in the
 21 future.

22 The Court should approve the award of the requested attorneys’ fees and
 23 costs to compensate Class Counsel for their time and efforts in litigating this case
 24 on behalf of the Class and the named Plaintiffs, having obtained outstanding
 25 results for the Class.

26 **1. Class Counsels’ lodestar is reasonable**

27 The accompanying declaration of Class Counsel set forth the hours of work
 28 and billing rates used to calculate their lodestar. Plaintiffs’ attorneys’ work is
 summarized as follows:

NAME	HRS INCURRED	RATE	TOTAL
Todd M. Friedman – Managing Partner	435.6	\$725	\$315,810.00
Adrian R. Bacon – Partner	1,209.7	\$625	\$756,062.50
Meghan George – Senior Associate (8 years)	21.5	\$575	\$12,362.50
Thomas Wheeler – Associate	62.1	\$370	\$22,997.00

1	(3 years)			
2	Yoel Hanohov – Law Clerk/Junior Associate (1			
3	year	214	\$175	\$37,485
4	Gianfranco De Girolamo (Law Clerk)	72.2	\$175	\$12,635
5	TOTAL¹²	2,015.1		\$1,157,352.00

6
 7 Friedman Decl. Ex A. As described in the accompanying declarations, Plaintiffs’
 8 attorneys have devoted a total of 2,015.1 hours to this litigation to date, and have
 9 a total lodestar to date of \$1,157,352.00. Plaintiffs do not request any
 10 multiplier.¹³ These amounts do not yet include an estimate of the additional time
 11 that Class Counsel will spend going forward in seeking final approval of, and
 12 implementing the Settlement, including assisting Class Members with claims and
 13 overseeing claims administration. Such will likely take another 30-40 hours of
 14 time, for which Plaintiffs do not seek any fees, in order to be reasonable.¹⁴

15 Thus, Class Counsel’s lodestar is reasonable. Class Counsel prosecuted the
 16 claims at issue efficiently and effectively, making every effort to prevent the
 17 duplication of work that might have resulted from having multiple attorneys
 18 working on this case. In this regard, tasks were reasonably divided among
 19 attorneys to ensure avoiding the replication of work. Further, tasks were delegated
 20 appropriately among partners, associate attorneys, paralegals, and other staff
 21 according to their complexity such that the attorneys with higher billing rates

22
 23
 24 ¹² Time was spent by paralegals on this matter as well over the last three years,
 25 but for purposes of this Motion, Plaintiffs do not request such compensation.

26 ¹³ *In re Beverly Hills Fire Litigation*, 639 F. Supp. 915 (E.D. Ky. 1986) (awarding
 27 multiplier of 5 for lead counsel); *Di Giacomo v. Plains All Am. Pipeline*, 2001
 28 U.S. Dist. LEXIS 25532 (S.D. Tex. Dec. 18, 2001) (approving 5.3 multiplier).

¹⁴ Class Counsel file this fee brief sixty (60) days prior to the hearing on Final
 Approval. To date, no Class Members have filed any objections.

1 billed time only where necessary.¹⁵ Given that this was a class action case, most
2 of the tasks were completed by the partners, but items such as legal research and
3 document review were shared and completed by junior associates or law clerks.
4 In addition, Class Counsels' contemporaneous time records were carefully
5 reviewed. Friedman Decl., ¶ 83-102, Ex A.

6 **2. Class Counsels' hourly rates are reasonable**

7 Similarly, Class Counsels' hourly rates are also reasonable. In assessing
8 the reasonableness of an attorney's hourly rate, courts consider whether the
9 claimed rate is "in line with those prevailing in the community for similar
10 services by lawyers of reasonably comparable skill, experience and reputation."
11 *Blum v. Stevenson*, 465 U.S. 886, 895, n.11 (1994). *See also Davis v. City and*
12 *County of San Francisco*, 976 F.3d 1536, 1546 (9th Cir. 1992); *Serrano v. Unruh*,
13 32 Cal. 3d 621, 643 (1982). Class Counsel here are experienced, highly regarded
14 members of the bar with extensive expertise in the area of class actions and
15 complex litigation involving consumer claims like those at issue here. *See*
16 Friedman Decl., ¶¶ 74-82. Mr. Friedman and Mr. Bacon are also very
17 experienced in litigating consumer class actions. *Id.*

18 According to the well-respected Laffey Matrix, last reviewed on September
19 2, 2018, reasonable rates for a Partner of a law firm practicing 11-19 years are
20 calculated at \$742 per hour. Friedman Decl. Ex. B. Mr. Friedman has dedicated
21 his career to consumer protection litigation, including class action litigation under
22 various consumer protection statutes. He has secured eight figure class-wide
23 settlements on behalf of millions of consumers nationwide. Thus, the billing rate
24 for Mr. Friedman of \$725 per hour is well within the normal range of fees
25

26
27
28 ¹⁵ Hours for paralegals and support staff are recoverable, but were zeroed for purposes of this Motion.

1 charged by firms in Southern California for partner work.¹⁶

2 Additionally, Adrian R Bacon, who has been the primary attorney handling
3 this litigation, has significant experience in litigating consumer class actions,
4 including false advertising class actions, which justifies his hourly rate of \$575.
5 Friedman Decl. ¶¶ 89-99. Mr. Bacon is a Partner at The Law Offices of Todd M.
6 Friedman, P.C. He has recently been approved in numerous class action fee
7 motions wherein Mr. Bacon requested an hourly rate of \$575 per hour. Along
8 with Todd Friedman, Mr. Bacon is the primary managing attorney who oversees
9 litigation efforts in the majority of class action litigation at The Law Offices of
10 Todd Friedman. Such efforts included the drafting of class certification motions
11 in five federal consumer class actions which were certified by contested motion
12 under Rule 23. According to the same Laffey Matrix, reasonable rates for a
13 partner with eight years' experience associate are calculated at \$658 per hour.
14 See Exhibit B to Friedman Decl. Thus, the billing rate for Adrian R. Bacon is
15 well within the normal range of fees charged by firms in Southern California.
16 Mr. Bacon and Mr. Friedman are currently serving as class counsel in seven class
17 actions which were certified by contested motion. Surely the time spent on this
18 case could have very well been spent on their other class action matters.

19 Junior Associate Thomas E. Wheeler is a Third Year associate, who has
20 extensive experience working on consumer protection class actions in his short
21 time practicing. *Id.* He assisted throughout the recently certified class actions of
22 *Caldera v. American Medical Collection Agency*, 2017 WL 2812898 Case No.
23 2:16-cv-0381-CBM-AJWx (C.D. Cal. June 27, 2017) and *Makaron v. Enagic*

24
25
26 ¹⁶ See *Hartless v. Clorox Co.*, 273 F.R.D. 630, 643-44 (S.D. Cal. 2011), *aff'd* in
27 part, 473 F. Appx. 716 (9th Cir. 2012) (approving hourly rates of \$675-795 for
28 partners, up to \$410 for associates, and up to \$345 for paralegals); *see also POM*
Wonderful, LLC v. Purely Juice, Inc., 2008 WL 4351842 at *4 (C.D. Cal 2008)
(partner rates of \$750 to \$475 and associate rates of \$425 to \$275 are reasonable).

1 *USA, Inc.*, 324 F.R.D. 228 (C.D. Cal. March 13, 2010). According to the same
2 *Laffey Matrix*, reasonable rates for a junior associate are calculated at \$371 per
3 hour. See Exhibit B to Friedman Decl. Thus, the billing rate for Thomas E.
4 Wheeler of \$370 per hour is well within the normal range of fees charged by
5 firms in Southern California.¹⁷ Hence, Class Counsels' combined lodestar of
6 \$1,157,352.00 is reasonable and supports the requested fees.

7 **3. Class Counsel Have Obtained Excellent Results For**
8 **The Class By Any Measure**

9 Plaintiff Anne Wolf filed a Class action on behalf of purchasers of P1102w
10 printers whose boxes at the point of sale were mislabeled as containing a printer
11 that came with the Smart Install Feature, a feature of convenience which made
12 installing the printer onto ones computer easier and more convenient. There
13 were several ultimate questions in this case that guided the litigation, as well as
14 settlement considerations:

15 How broad of a class could be certified? (if any)

16 Was the mislabeling material and therefore unlawful?

17 How much money were class members owed?

18 How many Class Members Would Receive Relief?

19 With respect to the first question, Plaintiffs did not settle this case pre-
20 certification because the parties reached an impasse at the first mediation, and
21 during a second more informal mediation session. Instead of settling for a subpar
22 result for the Class, Class Counsel decided further litigation was necessary.
23 Judge O'Connell eventually certified the class action, but narrowed the class to
24 purchasers of p1102w printers who made their purchases in brick and mortar
25 stores in California and who were consumers. Plaintiff Wolf proved that
26

27
28 ¹⁷ Mr. Hanohov could very well have been billed at \$370 per hour for half of his
time, but counsel used the \$175 per hour law clerk rate, again, trying to be
reasonable in the requested fees.

1 certification was appropriate generally, and Plaintiffs’ counsel ultimately was
2 successful at broadening this class (by filing three separate lawsuits) to include all
3 purchasers (including business purchasers, and online purchasers), in both
4 California and Texas, and by expanding to another high volume printer (LaserJet
5 Pro 200 Color MFP M276nw). In the context of this litigation, Class Counsel
6 was highly successful at achieving a broad class settlement, and stipulated
7 certification agreement from Defendant, by way of both certifying a narrower
8 class by contested motion, expanding the Class through litigation efforts in three
9 separate lawsuits, and hard fought negotiations leading up to and at mediation.

10 With respect to damages, as argued throughout this case, and as observed
11 by Judge O’Connell in her Class Certification Order (Dkt. No. 94), “restitution is
12 available on a classwide basis once the class representative makes the threshold
13 showing of liability.” Restitution in this case came down to what portion of the
14 (on average) purchase price (P1102s sell for \$100-\$130 retail typically) would be
15 an appropriate recovery in the context of the false advertising at issue.
16 Discussions with Plaintiffs’ experts in conjoint surveys indicated that marketing
17 damages analysis takes a list of features for the product in question, and isolates
18 the variable value on average of each feature to a reasonable consumer sample.
19 The Class Printers came with dozens of features, most important of which was the
20 fact that they could be used to print documents. Ultimately that is the most
21 important feature, comprising most of the value of the product. Style and
22 convenience features all carried value as well but were of lesser value on the
23 whole. The Smart Install feature, while important to consumers, was not the only
24 reason people bought Class Printers. It may have made up 10% or less of the
25 product’s value, and ultimately, the settlement achieved twice that figure for
26 Class Members. In the full context of what this case is about, the result achieved
27 per Class Member is fairly remarkable, because it was likely more than the Class
28 would have recovered at trial if Plaintiffs prevailed.

1 With respect to participation, there was an outpouring of claims made in
2 this case, at a much higher percentage than is typical in consumer class actions
3 involving false advertising of low priced goods. Normally, one would expect to
4 see something in the 3-5% take rate range, but here, the take rate is over 15%.¹⁸
5 No doubt this was a result of the strong efforts of Plaintiffs' counsel in
6 subpoenaing all of the retailers on multiple occasions, and fighting hard with
7 major retailers like Amazon, to ensure the best notice possible reached the Class
8 in a targeted manner. The placement of exactly what benefits would be received
9 on the notice itself also no doubt had an effect on this. Class Members were
10 happy with the result, because the result made sense, and they participated at a
11 high rate, showing that this was an outstanding settlement.

12 There can be very little argument that the result achieved by Class Counsel
13 was not a strong one. While it is true that fees are much higher than the amounts
14 received by the Class, it is not due to those fees being unreasonable, duplicative
15 or unnecessary, merely a result of the facts of the case: 50,000 Class Printers,
16 roughly \$100 each, with a partial refund being the restitutionary remedy. The
17 math of what the class could be owed under the facts of this case certainly line up
18 with or exceed what they were eligible to receive. If this case involved a breach
19

20 ¹⁸ *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 526 (E.D.Mich.2003)
21 (finding favorable class reactions in a 6.9% response rate—1800 proofs of claim
22 out of 26,000 notices sent—and a 9% response rate—37,000 proofs of claim out
23 of over 400,000 notices sent); *In re New Motor Vehicles Canadian Export*
24 *Antitrust Litig.*, 2011 WL 1398485 (D. Me. April 13, 2011) (finding favorable
25 class reaction in a 3.9% response rate—438,169 claims out of 11.3 million
26 eligible claimants); *In re TJX Cos. Retail Sec. Breach Litig.*, 584 F.Supp.2d 395,
27 397, 406 (D.Mass.2008) (approving entire amount of attorneys' fees request after
28 previously approving settlement with response rate of slightly more than 3%); *In re Compact Disc Minimum Advertised Price Antitrust Litig.*, 370 F.Supp.2d 320,
321 (D.Me.2005) (noting prior approval of settlement that yielded 2% claim rate); *Strong v. BellSouth Telcoms., Inc.*, 173 F.R.D. 167, 169, 172 (W.D.La.1997)
(noting prior approval of settlement that yielded 4.3% claim rate).

1 of warranty claim on a vehicle requiring an engine replacement, with \$10,000 in
2 damages, expert fees of \$20,000, and \$100,000 in fees to achieve remuneration at
3 trial for the plaintiff, those fees and costs would be reasonable. This case is no
4 different. So have several courts recognized in class action settlements involving
5 a fee shifting statute with fees awarded separately from the class recovery.

6 As cited above, *Eisen v. Porsche Cars North America, Inc.*, 2014 WL
7 439006 *9-12 (C.D. Cal. Jan. 30, 2014) held that the disproportionality of a fee to
8 the class recovery in a case where the amounts are not related to one another,
9 where there is a fee shifting statute, and where there is no evidence of collusion is
10 a concern that is ultimately without merit”¹⁹

11 In *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160 (C.D. Cal.
12 2010), the prevailing plaintiffs sought nearly \$8 million in fees for over 8,000
13 hours expended in a non-common fund class settlement (almost identical
14 circumstances to the case at bar). The case involved four years of litigation, hard
15 fought efforts by the defendant to dispense with the litigation, numerous
16 mediation attempts, until finally a settlement was reached where 50-100% of
17 repair costs for vehicle defects would be paid by Honda on behalf of a relatively
18 small class. Attorney’s fees would be separately awarded, but were challenged
19 by Honda. The court went through the exact analysis Plaintiffs propose herein,
20 and determined that a straight lodestar with no multiplier was appropriate and
21 awarded that amount (the same amount Plaintiffs as of This Court).²⁰

22
23
24
25 ¹⁹ The Court in a claims made settlement with a 1% take rate, applied the lodestar
26 method found that the fees requested were reasonable because they were not tied
27 to the amount the class was receiving. In the case at bar, the take rate is over
28 15%, and the same logic applies.

²⁰ This is the case that is most on point out of hundreds of cases that were
researched on this issue, because most settlements have a clear sailing provision.

1 *Shames v. Hertz Corp.*, 2012 WL 5392159 (S.D. Cal. Nov. 5, 2012)
2 involved a coupon settlement, where class members would receive \$2 per day
3 rental car coupons if they made claims. The attorneys requested nearly \$6 million
4 in fees, plus over \$700,000 in costs, and agreed to clear sailing with defendant.
5 The fees were negotiated in mediation. There were 12 objections to the
6 settlement, and only a 4.9% claims rate. The court found no collusion and found
7 that the lodestar method was appropriate because the award would not impact
8 class member recovery. The case at bar is much stronger because there was no
9 clear sailing, class members are receiving monetary relief not coupons, the take
10 rate was higher, and there were no objections.

11 *Kulesa v. PC Cleaner, Inc.*, C.D. 2014 WL 12581770 (C.D. Cal. Aug. 26,
12 2014) involved a false advertising class action settlement with a claims made
13 settlement where claimants would receive a \$10 refund off the purchase price of
14 the product if they submitted a valid claim. The fees were separately negotiated
15 apart from class member recoveries, like the case at bar. Counsel requested and
16 was awarded a lodestar multiplier by the court. Prevailing case law attributable to
17 the situation at bar all point to an award of Class Counsel's lodestar being the
18 appropriate result that should be reached by This Honorable Court.

19 **C. The Risks of Litigation Support the Requested Fees**

20 “The risk that further litigation might result in Plaintiffs not recovering at
21 all, particularly a case involving complicated legal issues, is a significant factor in
22 the award of fees.” *In re Omnivision Technologies, Inc.*, 559 F. Supp. 2d 1036,
23 1046-47 (N.D. Cal. 2008). *See also Vizcaino*, 290 F.3d at 1048 (risk of dismissal
24 or loss on class certification is relevant to evaluation of a requested fee).
25 Throughout litigation and mediation, Defendant raised defenses to the merits of
26 its practices on the basis that the mislabeling was not material, and to the
27 certifiability of the action on a dozen different theories as can be seen from the
28 contested certification briefing. There were challenges to the appropriate remedy,

1 the appropriate scope, to procedural issues, and whether this should be a case at
2 all. This case had a lot of risk. Class counsel spent nearly \$100,000 litigating this
3 case, with an original client who purchased a printer for \$130. That’s a very risky
4 endeavor for a small law firm with five attorneys.

5 While both sides strongly believed in the merits of their cases, there are
6 risks to both sides in continuing the Litigation. See Friedman Decl, ¶¶ 52-60. If
7 the Litigation were to continue, challenges would likely be made to decertify the
8 action, and challenge it at summary judgment before trial. Moreover, there would
9 be challenges in proving damages. In considering the Settlement, Plaintiffs and
10 Counsel carefully balanced the risks of continuing to engage in protracted and
11 contentious litigation, against the benefits to the Class. The Court agreed with
12 this reasoning in preliminarily approving the settlement. Thus, the risks of
13 continued litigation not only depicts the high degree of results obtained for the
14 Class, but further support the reasonableness of the requested fees.

15 **D. The Skill Required and Quality of Work Performed Support the**
16 **Requested Fees**

17 The “prosecution and management of a complex [] class action requires
18 unique legal skills and abilities” that are to be considered when evaluating fees.
19 *Omnivision*, 559 F. Supp. 2d at 1047. Class Counsel are experienced class action
20 litigators who have been appointed “class counsel” in numerous consumer class
21 actions (currently appointed as class counsel in seven class actions certified by
22 contested motion). Class Counsel have successfully prosecuted numerous
23 complex consumer class actions, and have secured noteworthy recoveries for
24 those classes. See Friedman Decl., ¶¶ 52-85. Class Counsel’s proven track record
25 demonstrates not only the quality of work performed, but also the skill required to
26 successfully prosecute large complex class actions.

27 In the present case, Class Counsel performed significant factual
28 investigation prior to bringing the action, conducted extensive written discovery

1 including the production of nearly a hundred thousand pages of documents and
2 voluminous data from Defendant and third parties, engaged in protracted motion
3 practice, and engaged in additional mediation discovery. See Friedman Decl., Ex
4 A. A number of complex motions were researched, filed and opposed, any of
5 which could have dispensed with the case, or effectively done as much (if
6 certification was denied). Thus, Class Counsels' skill and expertise, reflected in
7 the significant Settlement, supports the requested fees.

8 **E. Class Counsels' Undertaking of this Action on a Contingency-Fee**
9 **Basis Supports the Requested Fees**

10 The Ninth Circuit has long recognized that the public interest is served by
11 rewarding attorneys who undertake representation on a contingent basis by
12 compensating them for the risk that they might never be paid for their work. *In re*
13 *Washington Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir.
14 1994) ("Contingent fees that may far exceed the market value of the services if
15 rendered on a non-contingent basis are accepted in the legal profession as a
16 legitimate way of assuring competent representation for Plaintiffs who could not
17 afford to pay on an hourly basis regardless of whether they win or lose");
18 *Vizcaino*, 290 F.3d at 1051 (courts reward successful class counsel in contingency
19 cases "for taking risk of nonpayment by paying them a premium over their
20 normal hourly rates").

21 Class Counsel prosecuted this matter on a purely contingent basis while
22 agreeing to advance all necessary expenses knowing that Class Counsel would
23 only receive a fee if there were a recovery. See Friedman Decl., ¶¶ 83-85. In
24 pursuit of this litigation, Class Counsel have spent considerable outlays of time
25 and money by, among other things, (1) investigating the actions; (2) conducting
26 extensive discovery on Defendant and third parties including roughly 20
27 subpoenas, multiple depositions and review of roughly 100,000 pages of
28 documents; (3) opposing numerous motions to dismiss; (4) engaged multiple

1 experts for certification, merits and damages issues; (5) moved for and was
2 awarded class certification status; (6) negotiating the Settlement in private
3 mediation (three sessions over three years), and following mediation; (7)
4 coordinating discovery with nearly twenty third party competitors and retailers
5 for damages and class member identification data; (8) Class counsel will also be
6 required to oversee administration of the Settlement; and, (9) respond to Class
7 Member inquiries. Class Counsel expended these resources despite the risk that
8 Class Counsel may never be compensated especially in light of the difficulty in
9 securing class certification.

10 Class Counsel here incurred \$98,428.40 in costs and spent 2,015.1 hours
11 litigating this action. Friedman Decl., ¶¶ 83-99 and Ex. A. Thus, Class Counsels’
12 “substantial outlay, when there is a risk that none of it will be recovered, further
13 supports the award of the requested fees” in this matter. *Omnivision*, 559 F.
14 Supp. 2d at 1047. As articulated above, the lodestar method is the preferred and
15 most widely used method for determining attorneys’ fees in a fee shifting case.
16 The requested fees are fully supported by the factors enunciated under applicable
17 case law and are commensurate with the excellent results obtained for the Class
18 and is comparable or in excess of settlements in other cases, as discussed *supra*.

19 **F. The Requested Costs Are Fair And Reasonable**

20 “Reasonable costs and expenses incurred by an attorney who creates or
21 preserves a common fund are reimbursed proportionately by those class members
22 who benefit from the settlement.” *In re Media Vision Tech. Sec. Litig.*, 913 F.
23 Supp. 1362, 1366 (N.D. Cal. 1996) (citing *Mills v. Electric Auto-Lite Co.*, 396
24 U.S. 375, 391-392 (1970)). The significant litigation expenses Class Counsel
25 incurred in this case were necessary to secure the resolution of this litigation. *See*
26 *In re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal.
27 2007) (finding that costs such as filing fees, photocopy costs, travel expenses,
28 postage, telephone and fax costs, computerized legal research fees, and mediation

1 expenses are relevant and necessary expenses in class action litigation). Based
2 upon the discussion herein, Class Counsel believe that the costs incurred in this
3 matter are fair and reasonable.

4 Throughout the course of this litigation, Class Counsel had to incur costs
5 totaling \$98,428.40. *See* Friedman Decl., ¶¶ 83-99. These costs were necessary
6 to secure the resolution of this litigation and Class Counsel put forward said costs
7 without assurance that Class Counsel would ever be repaid. The costs were
8 considerable because of the length of litigation. Costs included expert expenses,
9 mediation fees, service fees for service of complaints, of subpoenas and of
10 discovery both on defendants and subpoenas on third parties, as well as the
11 considerable expense of sending class notice following certification, which was
12 borne by undersigned counsel prior to any settlement being negotiated. Spending
13 six figures out of pocket for a small firm, while manageable in worthy and
14 important cases, is a risky undertaking, and all of these expenses should be
15 reimbursed. In light of the expenses Class Counsel were required to incur to
16 bring this case to its current settlement posture, the request for costs of
17 \$98,428.40 is reasonable. Class Counsel will likely incur additional costs as this
18 case moves to the final approval stage.

19 **G. Class Representatives' Application For Incentive Awards**

20 The proposed Settlement contemplates that Class Counsel will request an
21 Incentive Award in the amount of \$5,000 for Anne Wolf and \$2,000 to the other
22 three Class Representatives, subject to Court approval. HP has agreed not to
23 oppose the request. District Courts in California have opined that in many cases,
24 an incentive award of \$5,000 is presumptively reasonable.²¹

25
26
27
28 ²¹ *See Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 266-67 (N.D. Cal. Mar. 20, 2015) *In re Online DVD-Rental Antitrust Litigation*, 779 F.3d 934, 942-43 (9th Cir. Feb. 27, 2015); *In re Toys R Us – Delaware, Inc. – Fair and Accurate*

1 Plaintiffs each served a pivotal role in this case. Plaintiff Anne Wolf
2 contributed dozens of hours of effort to this litigation, including answering
3 written discovery and sitting for a deposition. Fehrenbach, Romero, and Sergi
4 all stepped in and agreed to serve as Class Representatives to assist Class
5 Counsel in broadening the scope of the Class and helping more consumers.
6 Plaintiffs assisted in the litigation by providing documents and information to
7 counsel, participating in the motions and settlement discussions, and reviewing
8 and approving the settlement on behalf of the Class. Plaintiffs acted dutifully in
9 their roles as a class representatives, and should be awarded this reasonable sums
10 requested herein for their part in the litigation.

11 **IV. CONCLUSION**

12 For the foregoing reasons, Class Counsel respectfully request that the Court
13 grant Plaintiff's motion for an award of attorneys' fees in the total amount of
14 \$1,157,352.00 (Class Counsel's reasonable lodestar), litigation costs of
15 \$98,428.40, reasonable costs of administration to KCC, and Class Representative
16 Incentive Awards of \$5,000 for Wolf and \$2,000 for Fehrenbach, Sergi and
17 Romero.

18 Date: September 4, 2018

**The Law Offices of Todd M.
Friedman, PC**

19
20
21 By: /s/ Todd M. Friedman
Todd M. Friedman
Attorneys for Plaintiffs
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26
27

28 *Credit Transactions Act (FACTA) Litigation*, 295 F.R.D. 438, 472 (C.D. Cal.
Jan. 17, 2014).

CERTIFICATE OF SERVICE

Filed electronically on this 4th day of September, 2018, with:

United States District Court CM/ECF system

Notification sent electronically on this 4th day of September, 2018, to:

Honorable Judge Terry J. Hatter
United States District Court
Central District of California

Michael J. Stortz
Marshall L. Baker
AKIN GUMP STRAUSS HAUER & FELD LLP

s/Todd M. Friedman
Todd M. Friedman, Esq.