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16 **UNITED STATES DISTRICT COURT**  
17 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
18 **SAN FRANCISCO DIVISION**

19 ALEXIS BRONSON and CRYSTAL HARDIN  
20 on behalf of themselves  
21 and all other similarly situated,

22 Plaintiffs

23 v.

24 SAMSUNG ELECTRONICS AMERICA,  
25 INC.,  
26 SAMSUNG ELECTRONICS CO., LTD.,

27 Defendants.

Case No.: 3:18-cv-02300-WHA

PLAINTIFF’S NOTICE OF MOTION AND  
MOTION FOR REASONABLE  
ATTORNEY’S FEES AND COSTS AND  
INCENTIVE AWARD

The Honorable William H. Alsup

28 PLAINTIFF’S MOTION FOR ATTORNEY’S FEES AND COSTS AND INCENTIVE AWARD  
CASE NO.: 3:18-CV-02300-WHA

1 **NOTICE OF MOTION AND MOTION**

2 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

3 PLEASE TAKE NOTICE that on February 27, 2020, at 11:00 am, or as soon  
4 thereafter as this matter may be heard, in the United States District Court, Northern District of  
5 California, San Francisco Courthouse, located at 450 Golden Gate Avenue, 19th Floor,  
6 Courtroom 12, San Francisco, California 94102, before the Honorable William Alsup,  
7 Plaintiff Crystal Hardin (“Plaintiff” or “Hardin”) will, and hereby do, move this Court for an  
8 order awarding attorneys’ fees and costs and incentive award, upon the final approval of the  
9 Settlement for the above referenced matter.  
10

11 Specifically, the Court should award an incentive award of \$6,000 to Plaintiff Crystal  
12 Hardin as class representative and attorney’s fees and costs in the total amount of \$487,000 to  
13 Paul S. Rothstein and Kyla V. Alexander as Class Counsel.  
14

15 This motion is based upon this Notice of Motion and Motion, the accompanying  
16 Memorandum of Points and Authorities, the Proposed Order filed concurrently herewith, the  
17 pleadings and papers on file in this action, and such other written or oral argument that may  
18 be presented to the Court.  
19

20 DATED: December 19, 2019

21 Respectfully submitted,  
22 By: /s/ Paul S. Rothstein  
23 Paul S. Rothstein  
24 *Counsel for Plaintiffs*

**TABLE OF CONTENTS**

1

2 I. INTRODUCTION ..... 1

3 II. BACKGROUND ..... 2

4 III. ARGUMENT..... 2

5

6 A. Plaintiff is Entitled to Prevailing Party Status..... 2

7

8 B. Class Counsel Achieved a Beneficial Result for the Class. .... 3

9

10 C. Plaintiff’s Lodestar Is Reasonable. .... 4

11

12 1. The Number of Hours Claimed by Class Counsel Is Reasonable..... 6

13

14 2. Class Counsel’s Claimed Hours Are Proportionate to the Case. .... 8

15

16 3. Class Counsel’s Lodestar Is Supported by Accurate and

17 Contemporaneous Billing Records..... 9

18

19 4. Class Counsel Have Exercised Significant Billing Judgment ..... 10

20

21 5. The Scope, Complexity, and Novelty of the Case, Defendants’ Litigation

22 Strategy and Foregone Litigation all Support the Reasonableness of the

23 Requested Lodestar. .... 11

24

25 6. Plaintiffs’ Billing Rates Are in Line with Market Rates for Attorneys with

26 Commensurate Skill, Experience, and Reputation in the San Francisco Bay

27 Area. .... 12

28 D. Plaintiffs’ Costs and Expenses Are Recoverable and Reasonable..... 15

IV. INCENTIVE AWARD AND INDIVIDUAL SETTLEMENT ..... 15

PLAINTIFF’S MOTION FOR ATTORNEY’S FEES AND COSTS AND INCENTIVE AWARD  
CASE NO.: 3:18-CV-02300-WHA

1 V. CLASS COUNSEL EXERCISED REASONABLE PROFESSIONAL  
2 JUDGMENT LEADING TO SETTLEMENT. .... 18  
3  
4 A. Remedies under the Song-Beverly Act for violation of Section 1793.03 are  
5 unsettled and not likely to exceed the remedy achieved through settlement. .... 18  
6 1. No court has developed a test for damages under Section 1793.03..... 18  
7 2. Other provisions of the Song –Beverly Act allow a variety of damages  
8 from the “benefit of the bargain” to repair, full refund or exchange..... 19  
9  
10 B. The risks of continued litigation proved substantial obstacles to secure any  
11 further relief for the Class..... 21  
12  
13 C. The settlement resulted from good faith investigation of the claims. .... 22  
14 1. Narrowed Class Definition..... 22  
15 2. Defect Claim. .... 23  
16 3. Compensatory Damages ..... 24  
17 4. Notice..... 25  
18  
19  
20 VI. CONCLUSION..... 25  
21  
22  
23  
24  
25  
26  
27  
28

**TABLE OF AUTHORITIES**

**Cases**

*Alberto v. GMRI, Inc.*, 252 F.R.D. 652 (E.D. Cal. 2008) ..... 16

*Alvarado v. Nederend*, No. 1:08-CV-01099 OWW DL, 2011 WL 1883188 (E.D. Cal. May 17, 2011)..... 15

*Asociacion Trabajadores v. City of Lake Forest*, 624 F.3d 1083 (9th Cir. 2010) ..... 2

*Barjon v. Dalton*, 132 F.3d 496 (9th Cir. 1997) ..... 13

*Barrios v. Cal. Interscholastic Found.*, 277 F.3d 1128 (9th Cir. 2002) ..... 2

*Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245 (N.D. Cal. 2015) ..... 16

*Burden v. SelectQuote Ins. Servs.*, No. C 10–5966 LB, 2013 WL 3988771 (N.D. Cal. Aug. 2, 2013)..... 16

*Carbonell v. I.N.S.*, 429 F.3d 894 (9th Cir.2005) ..... 2

*Chalmers v. City of Los Angeles*, 796 F.2d 1205 (9th Cir. 1986)..... 13

*Charlebois v. Angels Baseball LP*, 993 F. Supp. 2d 1109 (C.D. Cal. 2012) ..... 14

*Children’s Hosp. & Med. Ctr. v. Bonta*, 97 Cal. App. 4th 740 (2002)..... 13

*Covillo v. Specialtys Café*, No. C–11–00594-DMR, 2014 WL 954516 (N.D. Cal. Mar. 6, 2014) ..... 16

*Davis v. City & Cnty. of S.F.*, 976 F.2d 1536 (9th Cir. 1992) ..... 10, 11

*Fox v. Vice*, 563 U.S. 826 (2011)..... 6

*Frank Music Corp. v. MGM, Inc.*, 886 F.2d 1545 (9th Cir. 1989) ..... 12

*Friends of the Earth, Inc. v. Laidlaw Envtl. Servs. (TOC), Inc.*, 145 L.Ed.2d 610 (2000)..... 22

*Gonzalez v. City of Maywood*, 729 F.3d 1196 (9th Cir. 2013) ..... 5

1 *Gonzalez v. City of Maywood*, 729 F.3d 1196 (9th Cir.2013) ..... 7

2 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998) ..... 4

3 *Harris v. Marhoefer*, 24 F.3d 16 (9th Cir. 1994)..... 15

4 *Hensley v. Eckerhart*, 461 U.S. 424 (1983) ..... 4, 10

5 *Horsford v. Board of Trustees of California State University*, 132 Cal. App. 4th 359 (2005)..... 6

6 *In re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166 (S.D. Cal. 2007) ..... 15

7 *In re Magsafe Apple Power Adapter Litig.*, No. 5:09-CV-01911-EJD, 2015 WL 428105 (N.D.

8 Cal. Jan. 30, 2015)..... 13

9 *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454 (9th Cir. 2000)..... 16

10 *In re Seagate Tech. LLC*, 326 F.R.D. 223 (N.D. Cal. 2018)..... 23

11 *In re Smith*, 586 F.3d 1169 (9th Cir.2009)..... 8

12 *Johnson v. Univ. Coll. of Univ. of Ala. in Birmingham*, 706 F.2d 1205 (11th Cir. 1983) ..... 11

13 *Knight v. Red Door Salons, Inc.*, No. 08–01520, 2009 WL 248367 (N.D.Cal. Feb.2, 2009) (Conti,

14 J.) ..... 17

15 *Laws v. Sony Music Entm't, Inc.*, No. CV032038LGBVBKX, 2004 WL 7319334 (C.D. Cal. Feb.

16 17, 2004) ..... 8

17 *Lewis v. Silvertree Mohave Homeowners' Ass'n, Inc.*, No. C 16-03581 WHA, 2017 WL 5495816

18 (N.D. Cal. Nov. 16, 2017) ..... 7, 14

19 *Lytle v. Carl*, 382 F.3d 978 (9th Cir. 2004) ..... 10

20 *Moore v. James H. Matthews & Co.*, 682 F.2d 830 (9th Cir. 1982)..... 6

21 *Moreno v. City of Sacramento*, 534 F.3d 1106 (9th Cir. 2008) ..... passim

22 *Nguyen v. Nissan N. Am., Inc.*, 932 F.3d 811 (9th Cir. 2019) ..... 20

1 *nstrumentation Lab. Co. v. Binder*, No. 11CV965 DMS (KSC), 2013 WL 12049072 (S.D. Cal.  
 2 Sept. 18, 2013)..... 12  
 3 *Peak-Las Positas Partners v. Bollag*, 172 Cal. App. 4th 101 (2009)..... 12  
 4 *Perkins v. Mobile Housing Bd.*, 847 F.2d 735 (11th Cir. 1988)..... 6  
 5 *Probe v. State Teachers’ Ret. Sys.*, 780 F.2d 776 (9th Cir. 1986) ..... 11  
 6 *Roberts v. Marshalls of CA, LLC*, Case No. 13-cv-04731-MEJ, 2018 WL 510286 (N.D. Cal. Jan.  
 7 23, 2018)..... 13  
 8 *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948 (9th Cir. 2009)..... 15, 16, 17  
 9 *Sokolow v. County of San Mateo*, 261 Cal. Rptr. 520 (Cal. Ct. App. 1989)..... 3  
 10 *Stonebrae, L.P. v. Toll Bros.*, No. C-08-0221-EMC, 2011 WL 1334444 (N.D. Cal. Apr. 7, 2011)  
 11 ..... 13  
 12 *Van Gerwen v. Guarantee Mut. Life Co.*, 214 F.3d 1041 (9th Cir. 2000) ..... 5  
 13 *Victorino v. FCA US LLC*, No. 16CV1617-GPC(JLB), 2019 WL 5268670 (S.D. Cal. Oct. 17,  
 14 2019)..... 20  
 15 *Villegas v. J.P. Morgan Chase & Co.*, No. CV 09–00261 SBA (EMC), 2012 WL 5878390  
 16 (N.D.Cal. Nov. 21, 2012) ..... 16  
 17 *Williams v. Costco Wholesale Corp.*, No. 02 cv2003 IEG (AJB), 2012 WL 2721452 (S.D.Cal. Jul.  
 18 7, 2010)..... 16  
 19  
 20 **Statutes**  
 21 Cal. Civ. Code § 1793.2..... 9  
 22 Cal. Civ. Code § 1794..... 7, 10, 18  
 23 The Song-Beverly Act, Cal. Civ. Code Section 1793.03(b)..... passim

1           **I.       INTRODUCTION**

2           Plaintiff, Crystal Hardin (“Hardin”), moves for an award of reasonable attorney’s fees,  
3 expenses, costs and incentive award. The favorable Settlement provides a full refund or  
4 exchange for California consumers’ nearly six year old Samsung plasma televisions—if their  
5 Plasma Display Panel (“PDP”) failed for their Affected Model television. Class Counsel seeks a  
6 significantly discounted award of \$487,000.00 for attorney’s fees and costs. Extensive factual  
7 investigation, research, in-depth expert involvement, comprehensive discovery, and challenging  
8 effective motion practice including adversarial proceedings in front of the Judicial Panel on  
9 Multi-District Litigation(JPML), *inter alia*, comprise the foundation and justification for the  
10 requested award. No fees are sought for the time spent securing preliminary approval of the  
11 Settlement, or time and expenses that will accrue through final approval of the Settlement or  
12 through the injunctive relief period, until November 30, 2021. Plaintiff, Crystal Hardin also  
13 seeks the approval of a \$6,000 incentive award for her committed efforts through this case  
14 including: Preparing, producing, reviewing and otherwise cooperating with extensive discovery;  
15 preparing for and sitting for her deposition; opening her home to a camera crew, attorneys,  
16 engineers and repair providers for the inspection of her television; reviewing and overseeing the  
17 essential stages of litigation and the negotiation of the class action Settlement – including its  
18 multiple revisions and briefings.

19           For the reasons stated below, Plaintiff respectfully request that the Court grant this  
20 application for reasonable attorneys’ fees, expenses, and costs in the amount of \$487,000 to  
21 Class Counsel and an incentive award of \$6,000 to Plaintiff, Crystal Hardin.



## II. BACKGROUND

The Song-Beverly Act, Cal. Civ. Code Section 1793.03(b) requires manufacturers of products wholesaling for more than \$100 to make parts available to authorized service providers for at least seven years from the date of manufacture. The statute mandates availability; that's all. The consumer pays for parts and labor, unless the manufacturer offers good will. Had Samsung complied with the statute, and made the PDP available to Hardin, she would have had to spend an estimated \$315 for the part, \$164 for labor to complete the repair. *See* DE 186 at p. 14. In a case of first impression although the statute has been in effect since 1986, Plaintiff alleged that Samsung failed to make the PDP available to consumers through the Authorized Service Centers ("ASC's") in violation of Section 1793.03(b). *See e.g.* DE 98 at ¶25

## III. ARGUMENT

### A. Plaintiff is Entitled to Prevailing Party Status.

Plaintiff is a prevailing party under the Song-Beverly Act, and the UCL by virtue of the Court's approval of the Settlement Agreement. *See, e.g., Carbonell v. I.N.S.*, 429 F.3d 894, 899 (9th Cir.2005) (The Ninth Circuit "found that a litigant prevailed when he entered into a legally enforceable settlement agreement."); *Barrios v. Cal. Interscholastic Found.*, 277 F.3d 1128, 1134 (9th Cir. 2002) (plaintiff prevails when he or she "enters into a legally enforceable settlement agreement against the defendant"). A party is deemed to have prevailed even if, as here, all the relief originally sought was not obtained. *See La Asociacion Trabajadores v. City of Lake Forest*, 624 F.3d 1083, 1089-90 (9th Cir. 2010) (reversing denial of fees because plaintiffs received actual relief where, although settlement was couched in terms of existing policies, parties' relationship was materially altered because city subjected itself to federal jurisdiction to enforce policies and plaintiffs would not have to file new action to enforce them. The court

PLAINTIFF'S MOTION FOR ATTORNEY'S FEES AND COSTS AND INCENTIVE AWARD

CASE NO.: 3:18-CV-02300-WHA

1 stated “extremely small amount of relief is necessary to confer prevailing party status.”);  
2 *Sokolow v. County of San Mateo*, 261 Cal. Rptr. 520, 529-30 (Cal. Ct. App. 1989). As a  
3 prevailing party, under the Song-Beverly Act. *See* Cal. Civ. Code § 1794(d), Plaintiff seeks a  
4 significantly reduced lodestar fee and expense award of \$487,000. With a lodestar of more than  
5 \$1,400,000.00, the fees requested amount to approximately 34% of the lodestar.  
6

7 **B. Class Counsel Achieved a Beneficial Result for the Class.**

8 Plaintiff has achieved a substantial result for the Class. The Settlement obtained by  
9 Hardin provides: the availability of the last remaining replacement PDP; communication from  
10 Samsung to ASCs regarding the availability of PDPs and other accommodations; and in the  
11 event a PDP is unavailable (and as is Samsung’s intention), (at the Class Member’s election) the  
12 full reimbursement of purchase price or an exchange for a similar television. DE 226-2.  
13

14 The Settlement also provides for continuing jurisdiction by the Court to oversee  
15 enforcement of the Agreement while Class Counsel provides annual updates of claims made of  
16 the Settlement. DE 226-2 at p. 5. The Parties did not begin negotiating attorneys’ fees and costs  
17 until there was agreement as to the injunctive relief for the benefit of the proposed Class.  
18 Declaration of Paul S. Rothstein ¶3. Attorneys’ fees and costs were resolved with the assistance  
19 of Judge Corley only after the Parties finalized Class relief. *Id.* Ultimately, the Settlement did not  
20 contain a clear sailing agreement for fees. DE 226-2.  
21

22 The final case pled by Class Counsel identified the best viable case for the Class without  
23 overreaching and losing it all. This result underscores the reasonableness of Plaintiff’s requested  
24 fee award. *See Hensley v. Eckerhart*, 461 U.S. 424, 436, 103 S. Ct. 1933, 1941, 76 L. Ed. 2d 40  
25 (1983). The court in *Hensley* cautioned, that “it is not necessarily significant that a prevailing  
26

27 PLAINTIFF’S MOTION FOR ATTORNEY’S FEES AND COSTS AND INCENTIVE AWARD  
28 CASE NO.: 3:18-CV-02300-WHA

1 plaintiff did not receive all the relief requested. For example, a plaintiff who failed to recover  
2 damages but obtained injunctive relief, or vice versa, may recover a fee award based on all hours  
3 reasonably expended if the relief obtained justified that expenditure of attorney  
4 time.” *Hensley*, 461 U.S. at 435 n. 11. The Ninth Circuit has likewise held that “courts should  
5 not reduce lodestars based on relief obtained simply because the amount of damages recovered  
6 on a claim was less than the amount requested.... Failure to obtain all relief requested for a claim  
7 on which the Plaintiff prevailed should not deprive plaintiff’s attorney of a reasonable hourly fee  
8 for hours needed to obtain the relief.” *Quesada v. Thomason*, 850 F.2d 537, 539–40 (9th  
9 Cir.1988).

12 Counsel expended only as much time as was needed to fully protect the interests of the  
13 Class and to successfully litigate and settle this matter. Counsel are experienced attorneys  
14 working in a specialized area of law, and as a result, were able to prosecute and ultimately settle,  
15 a complicated and novel case requiring substantive as well as legal knowledge. Class Counsel  
16 moved efficiently after filing the case to propound discovery, proceed to class certification, and  
17 engage in substantial settlement negotiations.

### 19 **C. Plaintiff’s Lodestar Is Reasonable.**

20 In injunctive relief cases under federal law, courts calculate attorney’s fees pursuant to  
21 the lodestar method. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998). To  
22 calculate the lodestar, courts multiply the number of hours reasonably expended by counsel’s  
23 reasonable hourly rates. *See Hensley v. Eckerhart*, 461 U.S. 424, 433-34 (1983) (“This  
24 calculation provides an objective basis on which to make an initial estimate of the value of a  
25 lawyer’s services”). Once calculated, “[t]he lodestar amount is presumptively the reasonable fee  
26

1 amount” and may only be adjusted upward or downward by applying a multiplier in “rare” or  
2 “exceptional” cases where “the lodestar amount is unreasonably low or unreasonably high.” *Van*  
3 *Gerwen v. Guarantee Mut. Life Co.*, 214 F.3d 1041, 1045 (9th Cir. 2000).

4  
5 “[T]o determine whether attorneys for the prevailing party could have reasonably billed  
6 the hours they claim to their private clients, the district court should begin with the billing  
7 records the prevailing party has submitted.” *Gonzalez v. City of Maywood*, 729 F.3d 1196, 1202  
8 (9th Cir. 2013). “It must also be kept in mind that lawyers are not likely to spend unnecessary  
9 time on contingency fee cases in the hope of inflating their fees. The payoff is too uncertain, as  
10 to both the result and the amount of the fee.” *Moreno v. City of Sacramento*, 534 F.3d 1106,  
11 1112 (9th Cir. 2008).

12  
13 Here, the amount requested by Plaintiff represents a significant discount from the full  
14 amount to which Plaintiff might otherwise be entitled. First, the lodestar of more than \$1,400,000  
15 for time expended on this case by Class Counsel’s firm from 2018 to the present is nearly three  
16 times the fixed sum of \$487,000, which Class Counsel requests. This amount does not include  
17 any of the time and expenses incurred in preparing for preliminary approval, preparing this  
18 Motion, or much of the time expended by others who materially contributed to the success of the  
19 litigation. Declaration of Kyla V. Alexander, ¶ 9. Additionally, Class Counsel estimates that they  
20 will spend an additional 50 to 100 hours of work through the Final Approval hearing and  
21 monitoring the settlement for the duration of the injunctive relief period. Declaration of Paul S.  
22 Rothstein, ¶ 4.  
23  
24

1           **1. The Number of Hours Claimed by Class Counsel Is Reasonable.**

2           Prevailing plaintiffs are entitled to be compensated for “every item of service which, at  
3 the time rendered, would have been undertaken by a reasonable and prudent lawyer to advance  
4 or protect his client’s interest[.]” *Moore v. James H. Matthews & Co.*, 682 F.2d 830, 839 (9th  
5 Cir. 1982) “By and large, the court should defer to the winning lawyer’s professional judgment  
6 as to how much time he was required to spend on the case[.]” *Moreno*, 534 F.3d at 1112.  
7  
8 Counsel’s “sworn testimony that, in fact, it took the time claimed is evidence of considerable  
9 weight on the issue of the time required in the usual case.” *Perkins v. Mobile Housing Bd.*, 847  
10 F.2d 735, 738 (11th Cir. 1988). Therefore, to deny compensation, “it must appear that the time  
11 claimed is obviously and convincingly excessive under the circumstances.” *Id.* Counsel engaged  
12 in reasonable activities, for the duration of the intense litigation. *See Fox v. Vice*, 563 U.S. 826,  
13 838 (2011) (“[T]rial courts need not, and indeed should not, become green-eyeshade  
14 accountants. The essential goal in shifting fees (to either party) is to do rough justice, not to  
15 achieve auditing perfection. So trial courts may take into account their overall sense of a suit,  
16 and may use estimates in calculating and allocating an attorney’s time.”). No paralegal time  
17 has been included in the lodestar of Class Counsel although paralegals have spent  
18 hundreds of hours of compensable time working on behalf of the Class in this matter. In  
19 addition, “the verified time statements of the attorneys, as officers of the court, are entitled to  
20 credence in the absence of a clear indication the records are erroneous.” *Horsford v. Board of*  
21 *Trustees of California State University*, 132 Cal. App. 4th 359, 396 (2005).  
22  
23  
24

25           As a comparison, this Court has previously approved similar time expenditures for  
26 certain tasks:

27           PLAINTIFF’S MOTION FOR ATTORNEY’S FEES AND COSTS AND INCENTIVE AWARD  
28           CASE NO.: 3:18-CV-02300-WHA

	<i>Lewis v. Silvertree Mohave Homeowners' Ass'n, Inc.</i> , No. C 16-03581 WHA, 2017 WL 5495816, at *5 (N.D. Cal. Nov. 16, 2017)		<i>Hardin et al. v. Samsung Electronics America, Inc. et al.</i>	
<b>Project</b>	<b>Hours</b>	<b>Amount</b>	<b>Hours</b>	<b>Amount</b>
Investigation	91.98	\$45,226	76.2 <sup>1</sup>	\$23,568.75
Preparation of the complaint	185.71	\$111,768	115.7 <sup>2</sup> + 52.1 <sup>3</sup> = <b>167.8</b>	\$46,051.88 + \$7,616.25 = <b>\$53,668.13</b>
Settlement-related tasks	124.29	\$66,76	47.7 <sup>4</sup> + 300.5 <sup>5</sup> = <b>348.2</b>	\$ 20,334.38 + 0 = <b>\$ 20,334.38</b>
Motion for class certification	161.86	\$77,825	129.9 <sup>6</sup>	\$51,502.50

The Ninth Circuit has held in *Gonzalez v. City of Maywood*, 729 F.3d 1196 (9th Cir.2013), that “when a district court reduces either the number of hours or the lodestar by a certain percentage greater than 10%, it must provide a *clear and concise* explanation for why it chose the specific percentage to apply,” *Id.* at 1200. Most of Class Counsel’s time has already been reduced by more than 10%. Exhibit 2. The greater the deviation from the 10% threshold, the “more specific articulation of the court's reasoning is expected.” *Moreno v. City of Sacramento*, 534 F.3d 1106, 1111 (9th Cir.2008). In many instances of Class Counsel’s fee presentation, entire projects were reduced by more than 25%; in fact nineteen (19) out of the forty (40) projects were reduced by at least 50%, many by 100%. Exhibit 2. Only a handful of projects were not reduced at all (the successful motions: Defending against Samsung’s Motion to Strike (6.3 Hours, \$ 3,082.50); Defending against Samsung’s Motion for Partial Summary

<sup>1</sup> Fact Investigation – reduced by 50%

<sup>2</sup> Second Amended Complaint and Motion for Leave to Amend - Reduced by 25%

<sup>3</sup> Complaint; First Amended Complaint – Reduced by 75%

<sup>4</sup> Mediation – Reduced by 25%

<sup>5</sup> Settlement Briefing – (after July 7, 2019) Reduced by 100%

<sup>6</sup> Motion for Class Certification – reduced by 25%

PLAINTIFF’S MOTION FOR ATTORNEY’S FEES AND COSTS AND INCENTIVE AWARD

CASE NO.: 3:18-CV-02300-WHA

1 Judgment (122.6 Hours, \$66,892.50)<sup>7</sup>; lodging Plaintiff’s Motion for Partial Summary  
 2 Judgment (81.7 Hours, \$40,392.50); defending against Defendants’ efforts to MDL the case (17  
 3 Hours, \$ 11,475)). *Id.* As described below, Class Counsel has exercised very cautious billing  
 4 judgment on contemporaneously billed time, which supports the request for fees and costs.  
 5

## 6 **2. Class Counsel’s Claimed Hours Are Proportionate to the Case.**

7 Class Counsel seeks compensation for only a portion of the more than 2,500 hours  
 8 reasonably spent on this litigation through October 2019. Exhibit 2. Further, Plaintiff seek to be  
 9 compensated only for time expended by the two attorneys who sought to be appointed by this  
 10 Court as Class Counsel. Exhibit 3; Declaration of Kyla V. Alexander, ¶3. Yet the number of  
 11 resources and the time spent on litigation-related matters leading to the successful settlement was  
 12 far greater. Class Counsel is not seeking payment for more than 1,000 hours and \$165,000 in  
 13 other timekeeper’s contributions to litigation. Exhibit 3; Declaration of Kyla V. Alexander, ¶ 5.  
 14

15 Class Counsel exercised reasonable billing judgment in appropriately assigning tasks  
 16 among Paul S. Rothstein (Partner) (33%), Kyla V. Alexander (Associate) (36%) and Other (legal  
 17 staff, including non-attorneys) (31%). *See In re Smith*, 586 F.3d 1169, 1174 (9th Cir.2009) (“the  
 18 district court can impose a small reduction, no greater than 10–percent—a ‘haircut’—based on  
 19 its exercise of discretion, but anything more substantial requires clear explanation”) (internal  
 20 citation omitted); *see generally Moreno*, 534 F.3d at 1115 (admonishing court to avoid  
 21 “impos[ing] its own judgment regarding the best way to operate a law firm”).  
 22  
 23  
 24

---

25  
 26 <sup>7</sup> Another example of the reasonableness of Class Counsel’s hours can be found in *See e.g. Laws v. Sony Music*  
 27 *Entm’t, Inc.*, No. CV032038LGBVBKX, 2004 WL 7319334, at \*2 (C.D. Cal. Feb. 17, 2004), *judgment entered*, No.  
 28 CV032038LGBVBKX, 2004 WL 7319333 (C.D. Cal. Mar. 11, 2004) (granting fees (after certain reductions) for  
*hundreds* of hours on motion for summary judgment).

1 The time Class Counsel expended on this case, and for which they seek to be  
2 compensated, is appropriate given the intensity and nature of the litigation and settlement  
3 negotiations and for a case of this scope. The work included extensive factual investigation,  
4 preparation and filing of the complaint, narrowing claims in an amended complaint, successfully  
5 defending against Defendants' Motion to Dismiss (in response to the Motion for Leave to file the  
6 operative complaint), inspection of the subject televisions, initiation and completion of important  
7 and time-sensitive discovery in preparation for class certification including production and  
8 review hundreds of pages of documents and propounding and responding to dozens of discovery  
9 requests, a successful effort to compel discovery, two Rule 30(b)(6) depositions, the depositions  
10 of named Plaintiff, briefing and argument on two motions for summary (and partial summary)  
11 judgment, completed briefing on class certification, several in-person settlement conferences  
12 with Magistrate Judge Corley and additional telephonic conferences with and without Judge  
13 Corley, drafting many versions of settlement agreements, and independent research for the  
14 purposes of litigation and settlement. Class Counsel has declared that their time entries "included  
15 only the hours ...reasonably necessary to achieve our clients' goals." Declaration of Paul S.  
16 Rothstein ¶18; Declaration of Kyla V. Alexander ¶3(e).

17  
18  
19  
20 **3. Class Counsel's Lodestar Is Supported by Accurate and Contemporaneous Billing**  
21 **Records**

22 Counsel's declarations describe the billing procedures, how counsel allocated projects  
23 between and within the co-counsel firms to minimize duplication and maximize efficiencies, and  
24 the work performed that was necessary to prosecute this case effectively. Counsel's hours are  
25 documented by contemporaneous time records showing discrete entries describing each item of  
26 work performed and recorded by tenths of an hour. Declaration of Kyla V. Alexander, ¶ 3(c).

27 PLAINTIFF'S MOTION FOR ATTORNEY'S FEES AND COSTS AND INCENTIVE AWARD  
28 CASE NO.: 3:18-CV-02300-WHA



1 These time records are prima facie evidence that Counsel's hours were reasonable. *See, e.g.*  
2 *Hensley*, 461 U.S. at 437 n.12 (adequate time records must "identify the general subject matter  
3 of . . . time expenditures"); *see also Lytle v. Carl*, 382 F.3d 978, 989 (9th Cir. 2004) ("minimal"  
4 descriptions sufficient to support an award of attorneys' fees so long as "they establish that the  
5 time was spent on the matters for which" the party seeks fees).

#### 7 **4. Class Counsel Have Exercised Significant Billing Judgment**

8 Counsel have reviewed their billing records on an entry-by-entry basis to exercise billing  
9 judgment and reduced many of the projects to account for any duplicative work, a few instances  
10 of block billing, vagueness, any clerical entries, and other billing entries that are otherwise  
11 inadequate or non-compensable. Declaration of Kyla V. Alexander, ¶ 3(d). In total, Counsel  
12 requests approximately thirty-four (34) percent (a 66% reduction) of the lodestar amount. This  
13 reduction is sufficient to address unnecessary duplication, clerical time, vagueness and other  
14 billing errors. By comparison, the Ninth Circuit in *Davis v. City & Cnty. of S.F.*, 976 F.2d 1536,  
15 1543 (9th Cir. 1992), *vacated in part on other grounds*, 984 F.2d 345 (9th Cir. 1993), held that a  
16 5% billing reduction by counsel sufficient to address clerical time and other billing errors.  
17  
18

19 Any remaining concerns about duplication must be considered in light of the nature of this  
20 litigation, which involved several novel and complex issues, attended to by multiple attorneys  
21 representing Defendants. Class Counsel simultaneously litigated the case efficiently while  
22 engaging in settlement negotiations. Exhibit 5 is a summary of the hearings and other  
23 proceedings attended to by Class Counsel and a correlation of the attendance by Defendants'  
24 counsel as well as the percentage mark-down to the proceeding. Exhibit 5 demonstrates that  
25 there were no instances of excessive or unnecessary duplication of Class Counsel's appearances.  
26

1 Further, Class Counsel reduced the time entries for many of the appearances by 25% or  
2 more. “Broadbased class litigation often requires the participation of multiple attorneys.” *Davis*,  
3 976 F.2d at 1544; *Probe v. State Teachers’ Ret. Sys.*, 780 F.2d 776, 785 (9th Cir. 1986). A  
4 reduction for duplication is “warranted only if the attorneys are unreasonably doing the same  
5 work.” *Johnson v. Univ. Coll. of Univ. of Ala. in Birmingham*, 706 F.2d 1205, 1208 (11th Cir.  
6 1983) (emphasis in original), *holding modified on other grounds by, Gaines v. Dougherty Cnty.*  
7 *Bd. of Educ.*, 775 F.2d 1565 (11th Cir. 1985); *Serrano v. Unruh*, 32 Cal. 3d 621, 624 (1982)  
8 (attorney’s “fee should ordinarily include compensation for all hours reasonably spent”).  
9 Moreover, under Ninth Circuit precedent, the amount of time required for a task is generally left  
10 to the “lawyer’s professional judgment.” *Moreno*, 534 F.3d at 1112. The Ninth Circuit has  
11 recognized that plaintiffs’ contingent fee lawyers have little to gain from “churning” a case. *Id.*  
12 Class Counsel exercised significant billing judgment to reduce duplication and inefficiencies.  
13 Further reductions are not warranted.

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16  
17 **5. The Scope, Complexity, and Novelty of the Case, Defendants’ Litigation Strategy**  
18 **and Foregone Litigation all Support the Reasonableness of the Requested Lodestar.**

19 The successful settlement will directly benefit some portion of hundreds of purchasers of  
20 Samsung plasma televisions in California. The broader effect sends a message to manufacturers  
21 that consumers care about this issue and it can be tested in court. Initiating and prosecuting this  
22 case required the expertise of Counsel, willing to litigate colorable but novel legal issues in  
23 uncharted territory. No other case has raised the protection of Cal. Civ. Code Section 1793.03(b)  
24 on behalf of consumers. The novelty and complexity (from a legal and factual standpoint) of the  
25 case required extensive investigation to fully understand the never-tested scope of the California  
26

1 Statute (i.e. who was a manufacturer, what constituted “availability,” whether a consumer must  
2 “tender” the product for repair, etc). *See* Declaration of Paul S. Rothstein ¶ 5.

3 A reasonable fee award must take into account the nature of the defendant’s defense  
4 strategy. *See, e.g., Frank Music Corp. v. MGM, Inc.*, 886 F.2d 1545, 1557 (9th Cir. 1989); *Peak-*  
5 *Las Positas Partners v. Bollag*, 172 Cal. App. 4th 101, 114 (2009); *Instrumentation Lab. Co. v.*  
6 *Binder*, No. 11CV965 DMS (KSC), 2013 WL 12049072, at \*4 (S.D. Cal. Sept. 18,  
7 2013), *aff’d*, 603 F. App’x 618 (9th Cir. 2015). Here, Defendants’ strategies greatly increased the  
8 attorneys’ fees, expenses, and costs that Plaintiff incurred as they defended nearly every factual  
9 and legal issue in dispute aggressively. Characterizing it as ‘scorched earth’ is not missing the  
10 mark. Declaration of Paul S. Rothstein ¶6. One example of this ‘no-holds-barred’ approach  
11 manifested with a late-hour turnover of the documents in a foreign language and required Class  
12 Counsel to retain counsel fluent in Korean and English on an emergency basis. Declaration of  
13 Paul S. Rothstein ¶7. Notwithstanding the gamesmanship, which added to time and expense,  
14 Class Counsel has reduced most discovery matters (other than the few hours dedicated to the  
15 inspection of the televisions) by at least 25%. Exhibit 2.

16 Further, Class Counsel did not pursue at least two other class action cases during the  
17 pendency of this litigation to dedicate full resources to this matter. The details of those cases will  
18 be provided for an *in camera* review, upon request. *See* Declaration of Paul S. Rothstein ¶ 8.

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22  
23 **6. Plaintiffs’ Billing Rates Are in Line with Market Rates for Attorneys with  
Commensurate Skill, Experience, and Reputation in the San Francisco Bay Area.**

24 The rates claimed are reasonable if they are within the market range of hourly rates  
25 charged by attorneys of comparable experience and ability for similar litigation. The Ninth  
26 Circuit determines the reasonable hourly rate by looking at the prevailing market rate “for similar  
27

28 PLAINTIFF’S MOTION FOR ATTORNEY’S FEES AND COSTS AND INCENTIVE AWARD  
CASE NO.: 3:18-CV-02300-WHA

1 work performed by attorneys of comparable skill, experience, and reputation.” *Chalmers v. City*  
2 *of Los Angeles*, 796 F.2d 1205, 1210-11 (9th Cir. 1986); *Children’s Hosp. & Med. Ctr. v. Bonta*,  
3 97 Cal. App. 4th 740, 783 (2002). “Generally, the relevant community” for the purpose of  
4 determining the prevailing market rate “is the forum in which the district court sits.” *Barjon v.*  
5 *Dalton*, 132 F.3d 496, 500 (9th Cir. 1997); *Gates v. Deukmejian*, 987 F.2d 1392, 1405 (9th Cir.  
6 1992). “[T]he proper scope of comparison . . . extends to all attorneys in the relevant community  
7 engaged in equally complex Federal litigation, no matter the subject matter.” *Prison Legal News*,  
8 608 F.3d at 455 (internal quotes omitted). Courts determine the reasonableness of a rate based  
9 upon “the rates prevailing in that district for similar services by lawyers of reasonably  
10 comparable skill, experience and reputation,” irrespective of practice area. *Id.*, quoting *Blum v.*  
11 *Stenson*, 465 U.S. at 895 n. 11.

14 Therefore, to determine applicable rates, the relevant inquiry is whether attorneys in the  
15 San Francisco Bay Area with commensurate skill, experience, and reputation in handling  
16 complex litigation charge rates comparable to those sought by Class Counsel in this consumer  
17 class action. Recent orders in the Northern District demonstrate that the rates sought by Class  
18 Counsel here meet this requirement. *See, e.g., Roberts v. Marshalls of CA, LLC*, Case No. 13-cv-  
19 04731-MEJ, 2018 WL 510286 (N.D. Cal. Jan. 23, 2018), at \*14-15 (N.D. Cal. June 22, 2017)  
20 (approving rates between \$300 and \$750 per hour); *In re Magsafe Apple Power Adapter Litig.*,  
21 No. 5:09-CV-01911-EJD, 2015 WL 428105, at \*12 (N.D. Cal. Jan. 30, 2015) (“In the Bay Area,  
22 reasonable hourly rates for partners range from \$560 to \$800, for associates from \$285 to  
23 \$510...”); *Stonebrae, L.P. v. Toll Bros.*, No. C-08-0221-EMC, 2011 WL 1334444, at \*16 (N.D.  
24 Cal. Apr. 7, 2011), *aff’d*, 521 F. App’x 592 (9th Cir. 2013) (Approving rates for attorneys with  
25  
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27

1 over 30 years experience between \$675 - \$800). Class Counsel’s skill, knowledge, experience,  
2 and reputation in consumer class action litigation is of such a quality that their rates should be  
3 viewed in comparison to those of prestigious large firms. *See Charlebois v. Angels Baseball LP*,  
4 993 F. Supp. 2d 1109, 1120 (C.D. Cal. 2012) (concluding that the rates of “large, prestigious  
5 firms are valid comparators” to those of successful plaintiffs’ firms practicing civil rights law).  
6 In this case, Plaintiff’s counsel, are seeking \$675 per hour for a 1980 law school graduate (Paul S.  
7 Rothstein) and \$450 per hour for a 2010 law school graduate (Kyla V. Alexander). Declaration  
8 of Paul S. Rothstein ¶ 21, 22. Declaration of Kyla V. Alexander ¶ 12, 13.  
9

10 Similarly, in *Lewis v. Silvertree Mohave Homeowners’ Assoc. Inc.*, Case No. C-16-  
11 03581, 2017 WL 5495816 \*4, this Court awarded a rate of \$880 for a firm partner who  
12 graduated in 1999; rates of \$660 and \$755 for 2001 graduates; and \$545 and \$725 for 2007  
13 graduates. While this Court ultimately reduced attorney rates by 10 percent, rejecting the  
14 plaintiffs’ argument that the case was a “complex, class-action civil rights case” (*id.*), Class  
15 Counsel’s rates remain in accord with the reduced rates in *Lewis*.  
16  
17

18 A detailed discussion of Class Counsel’s qualifications are set forth in Counsel’s  
19 supporting declarations. Declaration of Paul S. Rothstein ¶20-22; Declaration of Kyla V.  
20 Alexander ¶10-16. The success achieved by Counsel in this case demonstrates that Counsel  
21 provide a high level of representation that is comparable to lawyers at national law firms, despite  
22 any disparity in firm size. In short, based on Class Counsel’s evidentiary showing, the Court  
23 should find that Counsel’s rates are reasonable.  
24  
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27

1           **D. Plaintiffs’ Costs and Expenses Are Recoverable and Reasonable.**

2           The requested award is well-documented in the adjusted lodestar alone, however, Class  
 3 Counsel incurred \$66,054.79 in documented costs and expenses. Exhibit 4. Attorneys are entitled  
 4 “recover as part of the award of attorneys' fees those out-of-pocket expenses that would normally  
 5 be charged to a fee paying client.” *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994); *Alvarado*  
 6 *v. Nederend*, No. 1:08-CV-01099 OWW DL, 2011 WL 1883188, at \*10 (E.D. Cal. May 17,  
 7 2011) (noting that “filing fees, mediator fees, ground transportation, copy charges, computer  
 8 research, and database expert fees ... are routinely reimbursed in these types of cases”) (citation  
 9 omitted). All expenses and costs incurred were necessary for the prosecution of this litigation,  
 10 and are consistent with a matter of this scope and complexity. Declaration of Paul S. Rothstein  
 11 ¶9. Where a significant portion of expenses were attributable to depositions, research, translation,  
 12 consulting, travel and lodging; costs and expenses were reasonably incurred. *See e.g. In re*  
 13 *Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177 (S.D. Cal. 2007) (approving  
 14 “reimbursements for 1) meals, hotels, and transportation; 2) photocopies; 3) postage, telephone,  
 15 and fax; 4) filing fees; 5) messenger and overnight delivery; 6) online legal research; 7) class  
 16 action notices; 8) experts, consultants, and investigators; and 9) mediation fees”). Counsel  
 17 projects an additional expense of \$2,300 to cover outlays associated with the Final Hearing.  
 18 Declaration of Paul S. Rothstein ¶10. These future expenses are not included in the \$66,054.79.

19           **IV. INCENTIVE AWARD AND INDIVIDUAL SETTLEMENT**

20           “Incentive awards are fairly typical in class action cases.” *Rodriguez v. West Publ'g Corp.*,  
 21 563 F.3d 948, 958 (9th Cir. 2009). However, the decision to approve such an award is a matter  
 22 within the Court's discretion. *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir.

2000). Generally speaking, incentive awards are meant to “compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaking in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.” *Rodriguez*, 563 F.3d at 958–59. “Incentive awards typically range from \$2,000 to \$10,000.” *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 267 (N.D. Cal. 2015). In determining whether an incentive award is reasonable, courts generally consider:

- (1) the risk to the class representative in commencing a suit, both financial and otherwise;
- (2) the notoriety and personal difficulties encountered by the class representative;
- (3) the amount of time and effort spent by the class representative;
- (4) the duration of the litigation; and
- (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.

*Covillo v. Specialtys Café*, No. C–11–00594-DMR, 2014 WL 954516, at \*7 (N.D. Cal. Mar. 6, 2014) (citations omitted).

A class representative must justify an incentive award through “evidence demonstrating the quality of plaintiff’s representative service,” such as “substantial efforts taken as class representative to justify the discrepancy between [her] award and those of the unnamed plaintiffs.” *Alberto v. GMRI, Inc.*, 252 F.R.D. 652, 669 (E.D. Cal. 2008). In this district, a \$5,000 payment is presumptively reasonable. *See, e.g., Burden v. SelectQuote Ins. Servs.*, No. C 10–5966 LB, 2013 WL 3988771, at \*6 (N.D. Cal. Aug. 2, 2013).<sup>8</sup> “Such awards are discretionary ... and are intended to compensate class representatives for work done on behalf of the class, to

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<sup>8</sup> *See also Hopson v. Hanesbrands, Inc.*, No. CV–08–0844, 2009 WL 928133, at \*10 (N.D. Cal. Apr. 3, 2009); *Morey v. Louis Vuitton North America, Inc.*, No. 11cv1517, 2014WL109194, at \* 11 (S.D.Cal. Jan. 9, 2014) (approving a \$5,000 award to a class representative); *Villegas v. J.P. Morgan Chase & Co.*, No. CV 09–00261 SBA (EMC), 2012 WL 5878390, at \*7 (N.D.Cal. Nov. 21, 2012) (“In this District, a \$5,000 incentive award is presumptively reasonable.”); *Williams v. Costco Wholesale Corp.*, No. 02 cv2003 IEG (AJB), 2012 WL 2721452, at \*7 (S.D.Cal. Jul. 7, 2010) (approving a \$5,000 award to a class representative in an antitrust case settling for \$440,000).

1 make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to  
2 recognize their willingness to act as a private attorney general.” *Rodriguez v. West Publishing*  
3 *Corp.*, 563 F.3d 948, 958–959 (9th Cir.2009).

4  
5 Hardin seeks an incentive award of \$5,000 plus \$1,000 for a new television. This amount  
6 is reasonable in light of Ms. Hardin’s active role in the litigation, her willingness to take on  
7 representing the interests of the Class, the fact that the settlement provides significant relief  
8 while preserving Class Members' damages claims, and because the relief will not reduce class  
9 recovery in this injunctive relief only settlement. Declaration of Crystal Hardin ¶5. Hardin has  
10 spent approximately forty-five (45) documented hours on this case and many more hours that she  
11 did not write down, which justify her requested award. Declaration of Crystal Hardin ¶6. *See,*  
12 *e.g., Knight v. Red Door Salons, Inc.*, No. 08–01520, 2009 WL 248367, at \*7 (N.D.Cal. Feb.2,  
13 2009) (Conti, J.) (awarding \$5,000 for named plaintiffs expending 40–50 hours). Ms. Hardin has  
14 always remained accessible and meaningfully connected to the issues of the litigation and  
15 provided valuable contributions to factual development and consumer advocacy.  
16  
17

18 On top of what is routinely expected from a class representative, Hardin’s deposition  
19 turned into a firing squad that put her at significant reputational risk. Hardin’s personal exposure  
20 in this litigation far exceeded a dispute over repair parts for a television. Hardin’s deposition was  
21 disparaging, personally attacking and borderline malicious. Declaration of Crystal Hardin ¶11.  
22 On May 7,2019, the deposition was on the verge of termination, but Ms. Hardin abided by her  
23 obligation to the putative class and stayed the course, despite the attacks. Declaration of Paul S.  
24 Rothstein ¶11. Simply put, without a class representative, willing, able and committed to this  
25  
26  
27



1 arduous process of litigation – a settlement could *never* be rendered for the Class. Those are the  
 2 efforts that justify awarding Ms. Hardin her requested class representative incentive award.

3 **V. CLASS COUNSEL EXERCISED REASONABLE PROFESSIONAL**  
 4 **JUDGMENT LEADING TO SETTLEMENT.**

5 **A. Remedies under the Song-Beverly Act for violation of Section 1793.03 are**  
 6 **unsettled and not likely to exceed the remedy achieved through settlement.**

7 A calculation of damages<sup>9</sup> for violation of Section 1793.03 remains untested. Class  
 8 Counsel is unaware of any method to provide the Class Members with greater relief than  
 9 obtained. Under the Settlement, Class Members are entitled to recover tangible and valuable  
 10 compensation because of Class Counsel’s work. Class Members may elect to recover a *full*  
 11 *refund for their six-year-old television* – a review of the remedies available under the Song-  
 12 Beverly Act reveals that this is an excellent result for the Settlement Class.

13 **1. No court has developed a test for damages under Section 1793.03.**

14 Where the operative provision of the Song-Beverly Act entitles consumers to the right to  
 15 purchase – for an additional charge - a part for seven years; a case for damages is uncertain. How  
 16 is the injury of an unavailable part valued? Is any recovery balanced against the cost of the part  
 17 to avoid a windfall? What about consumers who did not need the part, do they recover?<sup>10</sup>

18 Plaintiff has no benefit of litigation on these issues, despite decades of the Section’s  
 19 existence. This case had several unique challenge in establishing damages: 1) Samsung had  
 20 located in global storage (through litigation) at least one part<sup>11</sup> that the named Plaintiff alleged  
 21

22  
 23  
 24  
 25 <sup>9</sup> Cal. Civ. Code § 1794 (“(a) Any buyer of consumer goods who is damaged by a failure to comply with any  
 obligation under this chapter ... the recovery of damages and other legal and equitable relief.”)

26 <sup>10</sup> See Transcript of Hearing on May 30, 2019, p. 4: 3-5 (“So let’s say that we go to trial on that. Are you trying to  
 recover for people who never had a problem with their TV? How would we even know who gets to recover?”).

27 <sup>11</sup> In January, 2019 at the hearing on Samsung’s Motion to Dismiss the First Amended Complaint, they hauled a  
 large box allegedly containing Mr. Bronson’s PDP part in it. The Court recognized this as a significant obstacle for

1 were not available to the ASCs; 2) The PDP (for the Affected Models) costs approximately \$315  
 2 plus additional labor charges (*see* DE 186 at p. 14); and 3) identifying persons who in the past  
 3 attempted repair, but were not provided the part was not a record routinely maintained in the  
 4 ordinary course of business. Class Counsel, faced with these considerations and others,  
 5 ultimately decided that a full refund through the Settlement was of substantial value to a  
 6 consumer with a six-year-old television. Class Counsel’s judgment is in accord with other  
 7 damage recoveries under the Song-Beverly Act.  
 8

9  
 10 **2. Other provisions of the Song –Beverly Act allow a variety of damages from the  
 “benefit of the bargain” to repair, full refund or exchange.**

11 The express warranty section of the Song-Beverly Act provides that after a reasonable  
 12 number of repair attempts the manufacture must provide a purchase price refund (less the amount  
 13 directly attributable to use by the buyer prior to the discovery of the nonconformity) or a  
 14 comparable replacement. *See e.g.* Cal. Civ. Code § 1793.2.<sup>12</sup> Class Counsel could not be certain  
 15 that the same recovery would be available to the class, as the violations detailed in the instant  
 16 case differ significantly from a breach of express warranty: 1) the plasma televisions were no  
 17 longer under the manufacturer’s warranty; 2) there is no requirement for “a reasonable number of  
 18 attempts at repair;” and 3) repair under Section 1793.03 is contemplated at the expense of the  
 19 consumer. Notwithstanding these differences, the Settlement secures either a replacement or a  
 20  
 21  
 22  
 23

24  
 25 the case at the time of trial. Transcript of Hearing on January 10, 2019, p. 11:4-7 (“So that's going to be pretty hard  
 for you to get around at the time of trial because they got the part you need in that big box right there, and it is a  
 dramatic thing.”).

26 <sup>12</sup> Cal. Civ. Code § 1793.3 (for failure to provide service or repair facilities within California or failure to make parts  
 or service literature available during the warranty period) provides many of the same remedies; none of which  
 27 exceed a full refund of the purchase price.

28 PLAINTIFF’S MOTION FOR ATTORNEY’S FEES AND COSTS AND INCENTIVE AWARD  
 CASE NO.: 3:18-CV-02300-WHA

1 full refund of the televisions' estimated purchase price (without a reduction for use before  
2 discovery of the need for a replacement PDP) – more than in-warranty protection would offer.

3 Other damage calculations under the Song-Beverly Act require a “benefit of the bargain”  
4 or restitution analysis. *See e.g. Nguyen v. Nissan N. Am., Inc.*, 932 F.3d 811, 818–19 (9th Cir.  
5 2019) (“[U]nder California law the remedies for breach of the implied warranty include benefit  
6 of the bargain damages.”) (internal citations and quotations omitted). This benefit of the bargain  
7 theory claims to measure the difference in the value represented and the value actually received.  
8 *See Victorino v. FCA US LLC*, No. 16CV1617-GPC(JLB), 2019 WL 5268670, at \*7 (S.D. Cal.  
9 Oct. 17, 2019) (internal citations and quotations omitted). Where breach of implied warranty and  
10 violation of Section 1793.03 both draw remedies from Cal. Civ. Code § 1794; the damage  
11 analysis in the instant case could mirror the recovery for a breach of implied warranty.  
12

13  
14 One potential “benefit of the bargain” analysis is to depreciate the purchase price over  
15 time (arguably on a straight-line basis over the seven year expectation of Section 1793.03(b)).  
16 Walking through this calculation is illustrative. Hardin’s model, as an example, retailed for  
17 approximately \$850 in 2013. DE 193-7 at p. 2. Applying straight-line depreciation over the  
18 seven years Samsung was obligated to make the parts available for purchase, the television  
19 depreciates in value by \$121.43 per year ( $\$850/7$ ). Hardin contacted the ASC in 2018<sup>13</sup> for a  
20 replacement PDP, approximately five years after purchasing the television. The resulting  
21 depreciation is \$607.14 ( $\$121.43*5$ ) retaining a value of approximately \$242.86 ( $\$850-$   
22  
23  
24

25  
26 <sup>13</sup> From discovery, Plaintiff believed that Samsung stopped making the PDPs for affected Models available  
27 sometime after 2015, [DE 186 at p. 8] where the affected Models would have a depreciated value of approximately  
28 \$607.14. In these cases, a full refund provides a better result for the settlement Class.

1 607.14).<sup>14</sup> Under the Settlement, a Class Member is better off to receive the *full refund* of their  
 2 television, rather than a diminished value of the same, especially as the diminished value will  
 3 soon be zero.

4  
 5 Alternatively, a damage analysis would require expert economic analysis to evaluate the  
 6 value of a television received that did not have a replacement part available for the seven years.  
 7 Plaintiff's counsel has explored numerous economic applications and consulted with an expert to  
 8 assess their viability in litigation, including conjoint analysis, the opportunity cost of repair,  
 9 premature replacement cost of buying a new television and the value received of an unrepairable  
 10 television. As noted further below, such economic calculations were not robustly supported due  
 11 to limited data and the lack of a current market for the technology. *See infra*.

13 **B. The risks of continued litigation proved substantial obstacles to secure any**  
 14 **further relief for the Class.**

15 Class Counsel continued its due diligence throughout this case, remained committed to  
 16 understanding the risks of litigation and eventually secured a beneficial result for the Settlement  
 17 Class.

18 As with much class action litigation, Plaintiff and the Settlement Class faced a great deal  
 19 of uncertainty. A substantial risk that class certification would be denied. As a threshold matter,  
 20 there were challenges with numerosity, including the way records were maintained in  
 21 identifying consumers who already had an experience like Ms. Hardin. *See* Declaration of Paul  
 22 S. Rothstein at ¶12. There was unpredictability of how the Court would rule on “damages” and  
 23  
 24

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25  
 26 <sup>14</sup> Section 1794(c) does apply an enhancement to damages if the violations are found to be willful. However, even if  
 27 such a finding was secured for Hardin, a few key facts obscure it's to application the Class. Regardless, under  
 28 Section 1794(c), Hardin would only recover \$485.72 (\$242.86\*2); far less than the estimated purchase price of the  
 television.

1 how to prove them on a class-wide basis. *See supra*. Even if Plaintiff and the Settlement Class  
2 were successful, given the litigious history of this case, there would likely be an appeal of class  
3 certification. An appeal would delay any certainty for consumers close to the end of Section  
4 1793.03's application for plasma televisions.<sup>15</sup> Injunctive relief claims also present their own set  
5 of issues where a defendant may try to preemptively correct practices before any progress in the  
6 litigation, in hopes of mooting the claim. *Friends of the Earth, Inc. v. Laidlaw Env'tl. Servs.*  
7 *(TOC), Inc.*, 528 U.S. 167, 174, 120 S.Ct. 693, 145 L.Ed.2d 610 (2000) ("A case might  
8 become moot if subsequent events made it absolutely clear that the allegedly wrongful behavior  
9 could not reasonably be expected to recur.").

10  
11  
12 Where Class Counsel has secured a good result for the Settlement Class, first weighed the  
13 benefit and risk of continued litigation and in an effort to conserve further resources, the result  
14 achieved through the Settlement reasonably and justifies the requested fee.

### 15 **C. The settlement resulted from good faith investigation of the claims.**

16  
17 Class Counsel began this litigation knowing a few key facts, and set out to discover the  
18 best, most legally supported and consumer-driven case.

#### 19 **1. Narrowed Class Definition.**

20 Class Counsel preferred to secure a settlement for all models of Samsung plasma  
21 televisions. However, Court rulings narrowed the case to only those models requiring the same  
22 PDP as the named representative(s). DE 155. The effect of that development played out in two  
23 important ways: 1) the discoverable information necessary to support a settlement was limited  
24 only to the Affected Models; and 2) Samsung had limited litigation exposure and therefore less  
25

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26  
27 <sup>15</sup> A 2017 statistical analysis provided that the mean time from notice to final order of appeals in the Ninth Circuit  
was 22.8 months. See Exhibit \_\_\_\_.

1 incentive to settle for any class greater than the Affected Models. Declaration of Paul S.  
2 Rothstein at ¶13.

3 Beyond the control of Class Counsel, Mr. Bronson on the eve of filing the Motion for  
4 Class Certification, declined to continue in a representative capacity. *See* DE 186 at fn 1.  
5

6 **2. Defect Claim.**

7 Early in the litigation, Class Counsel consulted with an industry expert who pioneered  
8 plasma technology as it emerged in the United States in the early 1990s. Declaration of Paul S.  
9 Rothstein at ¶14. This expert developed plasma technologies throughout his career with a leading  
10 US manufacturer for approximately fifteen years. The expert has inspected the televisions,  
11 assessed their mode of failure, construction, design and performance issues. Declaration of Paul  
12 S. Rothstein at ¶14. Class Counsel has used this expert assessment to weigh the defect claim.  
13

14 Plaintiff stayed apprised of developing case law in defect class actions and analyzed the  
15 challenges to certifying a class considering design modifications, multiple modes of failure and  
16 other individual use issues. One recent example of defect claims playing out negatively for the  
17 putative class was *In re Seagate Tech. LLC*, 326 F.R.D. 223 (N.D. Cal. 2018). The plaintiffs in  
18 Seagate were represented by a well-known and respected firm, Hagens Berman. Plaintiffs in  
19 Seagate alleged that certain hard drives were defectively designed and unreliable by industry  
20 standards. The Court held that “Plaintiffs evidence would require a level of individualized  
21 inquiry for which Plaintiff have proposed no manageable plan to resolve.” *Id.* at 244.  
22 Ultimately class certification was denied and the Court held, that the plaintiffs had not submitted  
23 documentary evidence showing a product defect across the entire proposed class. *See id.* In  
24 Seagate, the plaintiffs unsuccessfully renewed their motion for class certification on October 15,  
25  
26  
27

1 2018 which was denied on January 22, 2019. *In re Seagate Tech. LLC Litig.*, No. 16-CV-00523-  
2 JCS, 2019 WL 282369 (N.D. Cal. Jan. 22, 2019). *Seagate* was dismissed on May 2, 2019.

3  
4 Considering the facts and law impacting this case, Class Counsel made the informed  
5 decision not to pursue a defect claim given the challenges of intricacy of design issues, variations  
6 among models and other potentially individual issues that would create a substantial challenge to  
7 certification.

### 8 **3. Compensatory Damages**

9 Plaintiff initiated this litigation with the option of pursuing compensatory damages in  
10 addition to injunctive relief. Plaintiff explored the full range of potential benefits to consumers  
11 through litigation. Class Counsel pressed forward to develop facts for a damage analysis, and  
12 explored the legal remedies available to consumers. Leading up to class certification, Class  
13 Counsel had to make a decision – is this a case for compensatory damages or was it better suited  
14 for injunctive relief? To help assess this question, Class Counsel consulted with a well-known  
15 and respected expert economist. Declaration of Paul S. Rothstein at ¶15. Several considerations  
16 arose in the damage analysis. First, due to the limited scope of discovery by model type and  
17 geographic area, there was limited data to analyze and formulate any economic determination  
18 (whether it is the opportunity cost/ premature replacement of a television, a conjoint analysis or  
19 something else). Second, because plasma televisions were no longer on the market, market  
20 comparisons are difficult (if not impossible) to assess in any meaningful way. A third  
21 complicating factor was that the replacement part, the PDP, came at a significant cost to the  
22 consumer and the televisions were aging. Where the statute only protected the replacement part's  
23 availability to consumers (not providing the parts free of charge), the willingness of a reasonable  
24  
25  
26  
27

1 consumer to pay the full repair part price may decrease over time. While none of these factors  
2 were a complete bar to the recovery of compensatory damages, they did confound a class-wide  
3 damage claim and weighed against the pursuit of a compensatory relief.

#### 4 **4. Notice.**

5 Class Counsel understood that at the preliminary approval hearing in September 2019,  
6 the Court would adopt one of two approaches on notice – either the Court would take the  
7 position that notice was *not legally* required or the Court would insist that it was required for the  
8 adequacy of the settlement. Class Counsel was prepared to litigate if the Court required notice, as  
9 in the first settlement “Samsung consider[ed] the absence of notice to the Settlement Class a non-  
10 severable material term.” Declaration of Paul S. Rothstein at ¶17; DE 204. Upon hearing the  
11 Court’s admonition about the lack of notice, Class Counsel did not hesitate to proceed with  
12 litigation.<sup>16</sup> Ultimately, judicial oversight was effective; the Court sent a loud and clear message:  
13 if the case were to settle, it would require a notice program. However, Class Counsel maintains  
14 that reasonable minds can differ as to whether strategic decisions made by Class Counsel  
15 regarding the first proposed settlement withstand attack given all the downside risks discussed  
16 above.

#### 17 **VI. CONCLUSION**

18 Plaintiff respectfully request that this Court enter an award of attorneys’ fees, expenses,  
19 and costs for \$487,000 and a service award to Crystal Hardin in the amount of \$6,000.

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22  
23  
24  
25  
26  
27 <sup>16</sup> See Transcript of Hearing on September 26, 2019 at p. 17:5-6 (“And if we can’t get a settlement, the Court will  
readjust the schedule and...”)



1  
2 DATED: December 19, 2019

Respectfully submitted,

3  
4 Paul S. Rothstein  
By: /s/ Paul S. Rothstein  
(admitted pro hac vice)  
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14 (510) 409-6199

*Attorneys for the Plaintiff*

15  
16  
17 **CERTIFICATE OF SERVICE**

18 I hereby certify that on the 19th day of December 2019, the foregoing PLAINTIFF'S  
19 MOTION FOR REASONABLE ATTORNEY'S FEES, COSTS AND SERVICE AWARD and  
20 a copy of has been served on all Parties required to be served by electronically filing with the  
21 Clerk of the Court of the U.S., District Court for the Northern District of California, San  
22 Francisco Division, by using the CM/ECF system.

23  
24  
25  
26  
27  
28 /s/ Paul S. Rothstein  
Paul S. Rothstein

PLAINTIFF'S MOTION FOR ATTORNEY'S FEES AND COSTS AND INCENTIVE AWARD  
CASE NO.: 3:18-CV-02300-WHA

1 Paul S. Rothstein (*admitted pro hac vice*)  
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15 *Attorneys for Plaintiffs*

16 **UNITED STATES DISTRICT COURT**  
17 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
18 **SAN FRANCISCO DIVISION**

19 ALEXIS BRONSON and CRYSTAL HARDIN  
20 on behalf of themselves  
21 and all other similarly situated,

22 Plaintiffs

23 v.

24 SAMSUNG ELECTRONICS AMERICA,  
25 INC.,  
26 SAMSUNG ELECTRONICS CO., LTD.,

27 Defendants.

Case No.: 3:18-cv-02300-WHA

[PROPOSED] ORDER ON PLAINTIFF'S  
MOTION FOR REASONABLE  
ATTORNEY'S FEES AND COSTS AND  
INCENTIVE AWARD

The Honorable William H. Alsup

[PROPOSED] ORDER ON PLAINTIFF'S MOTION FOR REASONABLE ATTORNEY'S  
FEES AND COSTS AND INCENTIVE AWARD

CASE NO.: 3:18-CV-02300-WHA

1  
2 On December 19, 2019, Plaintiff submitted their Motion for Attorney’s Fees and Costs  
3 and Incentive Award, and attached the declarations of Paul S. Rothstein, Kyla V. Alexander and  
4 Crystal Hardin. The Motion came on for hearing on February 27, 2020. The Court has  
5 considered Plaintiff’s Motion, the evidence filed in support, and the arguments of counsel at the  
6 February 27, 2020 hearing;

7  
8 NOW, THEREFORE, IT IS HEREBY ORDERED:

- 9 1. This is a class action certified pursuant to Federal Rule of Civil Procedure 23(b)(2) and  
10 the Court may award attorneys’ fees and costs to class counsel pursuant to Federal Rule  
11 of Civil Procedure 23(h).  
12  
13 2. An award of attorney fees is appropriate as Plaintiff is a “prevailing party.”  
14  
15 3. The class is represented by Paul S. Rothstein and Kyla V. Alexander.  
16  
17 4. As set forth in Plaintiff’s Motion Class Counsel worked 2,524.4 hours between February  
18 2018 and October 2019 (inclusive). This does not include additional timekeepers, other  
19 than Class Counsel, nor does it include most of the time expended by Class Counsel in  
20 preparing their Motion for Attorney’s Fees and Costs and Incentive Award.  
21  
22 5. The time Class Counsel expended on this case was appropriate given the length,  
23 intensity, and nature of the litigation. Plaintiff’s counsel effectively and efficiently  
24 litigated this case. Legal work was allocated between and among Plaintiff’s counsel to  
25 ensure work was performed effectively and efficiently utilizing the expertise of each  
26 organization. In calculating their lodestar, Plaintiff has written off a total of  
approximately 66% of billable hours to date. The Court finds these billing judgment

27 [PROPOSED] ORDER ON PLAINTIFF’S MOTION FOR REASONABLE ATTORNEY’S  
FEES AND COSTS AND INCENTIVE AWARD

28 CASE NO.: 3:18-CV-02300-WHA

1 reductions to be reasonable and appropriate, in that they assure that Plaintiff's counsel  
2 have accounted for any undue duplication of effort or inefficiency.

3 6. Plaintiff's counsel is also entitled to recover the costs and expenses advanced to  
4 prosecute this litigation on behalf of the class. Plaintiff has incurred costs and expenses  
5 of \$66,529.79.  
6

7 7. The Court need not decide whether Plaintiff is entitled to recover the full amount or  
8 more of their lodestar or their costs and expenses. Plaintiff's Motion only seeks  
9 \$487,000 as the reduced amount Class Counsel agreed to request pursuant to the  
10 Settlement Agreement. This amount – \$487,000 – is unquestionably reasonable and  
11 appropriate under federal law for the work performed and the success achieved for the  
12 class.  
13

14 8. Accordingly, Defendants are ordered to pay Class Counsel \$487,000 for reasonable  
15 attorney's fees and costs. Payment shall be made within thirty (30) days of the effective  
16 date of the Settlement Agreement.  
17

18 9. Defendants are further ordered to pay Crystal Hardin an incentive award of \$6,000.  
19 Payment shall be made within thirty (30) days of the effective date of the Settlement  
20 Agreement.  
21

22 Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable William Alsup  
United States District Judge

23  
24  
25  
26  
27 [PROPOSED] ORDER ON PLAINTIFF'S MOTION FOR REASONABLE ATTORNEY'S  
FEES AND COSTS AND INCENTIVE AWARD

28 CASE NO.: 3:18-CV-02300-WHA

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15 *Attorneys for Plaintiffs*

16 **UNITED STATES DISTRICT COURT**  
17 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
18 **SAN FRANCISCO DIVISION**

19 ALEXIS BRONSON and CRYSTAL HARDIN  
20 on behalf of themselves  
21 and all other similarly situated,

22 Plaintiffs

23 v.

24 SAMSUNG ELECTRONICS AMERICA,  
25 INC.,  
26 SAMSUNG ELECTRONICS CO., LTD.,

27 Defendants.

Case No.: 3:18-cv-02300-WHA

DECLARATION OF PAUL S. ROTHSTEIN  
IN SUPPORT OF PLAINTIFF'S MOTION  
FOR ATTORNEY'S FEES AND COSTS  
AND INCENTIVE AWARD

The Honorable William H. Alsup

1 I, Paul S. Rothstein, declare as follows:

- 2 1. I am an attorney of record in the above styled action and one of the attorneys of  
3 record for Plaintiffs. I submit this Declaration in support of Plaintiff Motion for  
4 Attorney's Fees and Costs and Incentive Award.  
5
- 6 2. I am personally familiar with the facts set forth in this Declaration. If called as a  
7 witness, I could and would testify to the matters stated herein.
- 8 3. The Parties did not begin negotiating attorneys' fees and costs until there was  
9 agreement as to the injunctive relief for the benefit of the proposed class.  
10
- 11 4. I estimate that Class Counsel will spend an additional 50 to 100 hours of work  
12 through the Final Approval hearing, and monitoring the settlement for the duration of  
13 the injunctive relief period.
- 14 5. The novelty and complexity (from a legal and factual standpoint) of the case required  
15 extensive investigation to fully understand the never-tested scope of the California  
16 Statute (i.e. who was a manufacturer, what constituted "availability," whether a  
17 consumer must "tender" the product for repair, etc).
- 18 6. Defendants' strategies greatly increased the attorneys' fees, expenses, and costs that  
19 Plaintiffs incurred as they defended nearly every factual and legal issue in dispute  
20 aggressively. Characterizing it as 'scorched earth' is not missing the mark.  
21
- 22 7. In June 2019, critical documents written in Korean were produced only days before  
23 the deposition of a 30(b)(6) representative, who spoke only Korean. The late-hour  
24 turnover of the documents in a foreign language required Class Counsel to retain  
25 counsel fluent in Korean and English on an emergency basis.  
26

- 1 8. Class Counsel did not pursue at least two other class action cases during the pendency  
2 of this litigation to dedicate full resources to this matter. The details of those cases  
3 will be provided for an in camera review, upon request.
- 4 9. All expenses and costs incurred were necessary for the prosecution of this litigation,  
5 and are consistent with a matter of this scope and complexity.
- 6 10. Counsel projects an additional expense of \$2,300 to cover outlays associated with the  
7 Final Hearing.
- 8 11. On May 7, 2019, the deposition of Crystal Hardin was on the verge of termination,  
9 but Ms. Hardin abided by her obligation to the putative class and stayed the course,  
10 despite the personal attacks.
- 11 12. As a threshold matter, there were challenges with numerosity, including the way  
12 records were maintained in identifying consumers who already had an experience like  
13 Ms. Hardin.
- 14 13. Narrowed ruling on the scope of discovery resulted in limiting the discoverable  
15 information necessary to support a settlement only to the Affected Models and limited  
16 Samsung's litigation exposure.
- 17 14. Early in the litigation, Class Counsel consulted with an industry expert who pioneered  
18 plasma technology as it emerged in the United States in the early 1990s. The expert  
19 has inspected the televisions, assessed their mode of failure, construction, design and  
20 performance issues.
- 21 15. Class Counsel consulted with a well-known and respected expert economist.
- 22
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1 16. From fact investigation, the records were not routinely made by ASCs to identify  
2 consumers who were told parts were not available because they were phone calls, or  
3 walk-ins that did not require the creation of a repair ticket, as no repair work was  
4 performed.  
5

6 17. Class Counsel was prepared to litigate if the Court required notice under the first  
7 settlement.  
8

9 18. My time entries in Exhibit 1 included only the hours that I believe were reasonably  
10 necessary to achieve our clients' goals. My rate for entries in Exhibit 1 is \$675/hour,  
11 which is consistent with the prevailing rates in the community for like-skilled  
12 professionals. Examples of comparable rates are provided in the accompanying  
13 Motion.  
14

15 19. I became a member of The Florida Bar in 1980.

16 20. My experience in class action litigation and complex litigation includes my  
17 representation of clients in the following cases:

18 Co-lead Counsel: *Lee-Bolton et al. v. Koppers Inc. et al.*, 1:10-cv-253- MCR-GRJ;  
19 United States District Court, Northern District of Florida (Class Certification  
20 Denied)(Hearing on Class Certification lasted almost two full weeks.)

21 Lead Counsel: *Ortega v Chevron, et al.*, 4:14-cv-02416, Southern District of Texas  
(Houston Division) (Class Certified for settlement purposes)

22 Co-lead Counsel: *Yariv. et al. v. AT&T Corp., et al.*, SOM-L-272-05 Superior Court  
23 of New Jersey, Somerset County (Class Certified, case settled.)

24 *Hill v. The Hoover Company, et al.*, 01-2005-CA-759  
25 Eighth Judicial Circuit in and for Alachua County Florida (Class certification  
denied)

26 *Sunflower Health, Inc., v. First Data Corp., et al.*, 1:15-cv-00128-MW-GRJUSDC  
27 Northern District of Florida, Gainesville Division (Case Compelled to Arbitration)

28 DECLARATION OF PAUL S. ROTHSTEIN

CASE NO.: 3:18-CV-02300-WHA

PAGE 4



1  
2 *Hall et al., v. SeaWorld Entertainment Inc.*, 3:15-cv-00660-CAB-RBB  
USDC Southern District of California (Dismissed on Appeal)

3  
4 *Garmey. et al. v. Perry. et al.*, Nevada state court - Las Vegas. (Class certified and  
settlement approved by court.)

5  
6 *Fiala v. Metropolitan Life Ins. Co.* New York state court, New York, New York.  
(Class certified; case settled.)

7  
8 *Wise. et al. v. Correctional Medical Services. et al.*, 97-665-CAA Marion County,  
Florida (Class certified, de-certified on appeal, case settled.)

9  
10 *Cox v. Shell Oil Company, et al.*, Chancery Court for Obion County, Tennessee, at  
Union City, Tennessee; (Class Action – Defective Product)

11  
12 *Spencer et at. v. Shell Oil Company, et al.*, Circuit Court of Greene County,  
Alabama; (Class Action – Defective Product)

13  
14 *Viera v. Hoechst Celanese Corporation, Shell Oil Company d/b/a Shell Chemical  
Company; E.I. Dupont et al.*, Circuit Court of the 11<sup>th</sup> Judicial Circuit, Dade County,  
Florida; (Class Action – Defective Product)

15  
16 *Walker v. State Farm Mutual Automobile Insurance Company and State Farm Fire  
and Casualty Company*, Circuit Court of the 11<sup>th</sup> Judicial Circuit, Dade County,  
Florida; (Class Action – Insurance)

17  
18 *Campbell. et al. v. Braun. et al.*, 98-8605-CAA Marion County, Florida (Class  
certified, de-certified on appeal.)

19  
20 *Dunmore. et al. v. The Progressive Corporation. et al.* MDL Docket No.: 1519  
USDC Northern District of Florida (Putative class - different class complaint  
21 certified for settlement purposes. Mr. Rothstein, in association with other counsel, on  
22 behalf of Ms. Dunmore, objected to the proposed settlement which objection was  
originally sustained; settlement terms changed and subsequent objection was denied  
as was the motion to appoint different class counsel and class representatives..)

23  
24 *Hunter's Ridge. et al. v'. Georgia-Pacific Corporation, et al.*  
USDC Middle District of Florida (Complex litigation, not a class action.)

25 21. I graduated law school in 1980.

1 22. I declare under penalty of perjury that the statements in this declaration are true and  
2 correct.

3  
4  
5  
6 Executed this 19th day of December 2019.

7 By: /s/Paul S. Rothstein  
8 Paul S. Rothstein (*admitted pro hac vice*)  
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26  
27 *ATTORNEYS FOR PLAINTIFFS*

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2 Kyla V. Alexander (*admitted pro hac vice*)  
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15 *Attorneys for Plaintiffs*

16 **UNITED STATES DISTRICT COURT**  
17 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
18 **SAN FRANCISCO DIVISION**

19 ALEXIS BRONSON and CRYSTAL HARDIN  
20 on behalf of themselves  
21 and all other similarly situated,

22 Plaintiffs

23 v.

24 SAMSUNG ELECTRONICS AMERICA,  
25 INC.,  
26 SAMSUNG ELECTRONICS CO., LTD.,

27 Defendants.

Case No.: 3:18-cv-02300-WHA

DECLARATION OF KYLA V.  
ALEXANDER IN SUPPORT OF  
PLAINTIFF'S MOTION FOR ATTORNEY'S  
FEES AND COSTS AND INCENTIVE  
AWARD

The Honorable William H. Alsup

1 I, Kyla V. Alexander, declare as follows:

- 2 1. I am an attorney of record in the above styled action and one of the attorneys of  
3 record for Plaintiffs. I submit this Declaration in support of Plaintiff's Motion for  
4 Attorney's Fees and Costs and Incentive Award.  
5
- 6 2. I am personally familiar with the facts set forth in this Declaration. If called as a  
7 witness, I could and would testify to the matters stated herein.  
8
- 9 3. Exhibit 1 is a true and correct copy of time records for Paul S. Rothstein and Kyla V.  
10 Alexander in the above, captioned matter.
- 11 a. I organized these projects on an entry-by-entry basis in Excel, as exported  
12 from our firm's time management/ recording database.
- 13 b. The entries in Exhibit 1 are contemporaneously (or near contemporaneously)  
14 recorded by each individual timekeeper using our firm's time management/  
15 recording database. In the few occasions where an entry was not  
16 contemporaneously entered (i.e. while attending a hearing) the time was  
17 entered as soon as practicable using remote access to the firm's time  
18 management/ recording database.
- 19 c. The entries in Exhibit 1, as a course of routine practice, are recorded to the  
20 tenth of an hour (.1) or every sixth-minute.  
21
- 22 d. I exercised reasonable professional judgment in categorizing time entries into  
23 the most specific project practically discernible from the date and description  
24 of the entry.  
25  
26  
27

- 1 e. My time entries in Exhibit 1 included only the hours that I believe were  
2 reasonably necessary to achieve our clients' goals.
- 3 f. My rate for entries in Exhibit 1 is \$450/hour, which is consistent with the  
4 prevailing rates in the community for like-skilled professionals. Examples of  
5 comparable rates are provided in the accompanying Motion.
- 6 g. Billing judgment was exercised for each Project based on considerations  
7 including the success of the Project, the total hours worked on the Project, any  
8 vagueness or block billing in the entries, duplication, inefficiency, and overall  
9 cost of the Project. Each of these factors was considered in deciding the mark-  
10 down percentage to be applied to each Project. Most of the projects were  
11 marked down at least 25%. Some of the Projects were marked down 100%.  
12 Exhibit 2 is a summary of those mark-downs and justifications.

13  
14  
15 4. Exhibit 2 is a true and correct copy of a Summary Table of percentage mark-downs  
16 for each project category from Exhibit 1.

- 17 a. The total hours, markdown percentage, Billed Amount and Adjusted Amount  
18 represented in Exhibit 2 are summaries of those amounts detailed by Project in  
19 Exhibit 1.
- 20 b. The markdown percentage applied across each project (as represented in both  
21 Exhibits 1 and 2) is described in the column titled: "Justification for  
22 Adjustment."
- 23 c. Most tasks before the filing of the draft operative Second Amended Class  
24 Action Complaint on November 29, 2018 were significantly reduced (e.g.  
25  
26  
27

1 75% reduction to the Complaint and First Amended Complaint, 100%  
2 reduction to the CLRA Demand, etc).

3 d. All tasks since July 2019 (when settlement appeared imminent) were reduced  
4 by 100%, as Counsel had already agreed to request a significantly reduced fee.  
5 During this time, Class Counsel reduced more than 300 hours by 100%.  
6

7 e. Certain projects, although necessary for the litigation to progress, were  
8 reduced in totality if they did not result in a filed pleading (e.g. Motion to  
9 Bifurcate, Motion for Appointment of Interim Class Counsel, Agreed ESI  
10 Protocol, etc).

11 f. Most discovery-related projects were marked down 25% or 50% given the  
12 variable success of discovery disputes, the end result of the discovery efforts  
13 and how they ultimately contributed to settlement. One discovery project, the  
14 inspection of the named plaintiffs' televisions, was not marked down at all  
15 because it was ordered by the Court (as to Bronson) and necessary to validate  
16 Plaintiff's claims, forming the essential factual basis for needing a PDP  
17 assembly, which was asserted as unavailable.  
18

19 g. Class Counsel's hours for travel have been reduced by 75%, in consideration  
20 of overall reasonableness. Some travel time is justified considering  
21 Defendants' counsel also traveled from the East Coast and all motions  
22 presented to the Court required attendance for a hearing. Class Counsel made  
23 a good faith effort to consolidate and reduce the necessary travel, for example,  
24 combining hearings, depositions or inspections to a single trip.  
25  
26

- 1           h. The project-wide mark-down percentages resulted in an “Adjusted Amount”  
2           in excess of the requested fee (Adjusted Amount: \$700,095.66<sup>1</sup>).
- 3           5. Exhibit 3 is a true and correct copy of a summary table of hours by timekeeper. All  
4           timekeepers, other than Class Counsel, have been reduced by 100% and are not  
5           sought for reimbursement as a part of this fee request (more than 1,000 hours and  
6           \$165,000). Class Counsel’s hours, Billed Amount and Adjusted Amount were derived  
7           from Exhibit 1. The average percentage mark-down of Billed Amount was  
8           approximately 52% for KVA and 50% for PSR. The resulting Adjusted Amount for  
9           Class Counsel is greater than the fee request sought in the accompanying Motion.  
10           6. Exhibit 4 is a true and correct copy of documented expenses by description, date and  
11           amount of the expense. Supporting receipts are available upon request.  
12           7. Exhibit 5 is a true and correct copy of a Comparison Table of Attendance of Counsel  
13           for Plaintiffs and Defendants at various proceedings for the above-styled matter.  
14           8. Exhibit 6 is a true and correct copy of a chart indicating Median Time Intervals in  
15           Months for Civil and Criminal Appeals Terminated on the Merits in 2017.  
16           9. The requested award does not include any of the time and expenses incurred in  
17           preparing for preliminary approval, preparing this Motion, or much of the time  
18           expended by others who materially contributed to the success of the litigation.  
19           10. My experience in class action litigation and complex litigation includes my  
20           representation of clients as associate counsel in the following cases:  
21  
22  
23  
24

25  
26  
27 <sup>1</sup> There is a three cent discrepancy between the Adjusted Amount in Exhibit 2 and 3, due to rounding.

1 *Lee-Bolton et al. v. Koppers Inc. et al.*, 1:10-cv-253- MCR-GRJ; United States  
2 District Court, Northern District of Florida (Class Certification Denied)

3 *Ortega v. Chevron, et al.*, 4:14-cv-02416, Southern District of Texas (Houston  
4 Division) (Class Certified for settlement purposes)

5 *Hill v. The Hoover Company, et al.*, 01-2005-CA-759  
6 Eighth Judicial Circuit in and for Alachua County Florida (Class Certification  
7 Denied)

8 *Sunfower Health, Inc., v. First Data Corp., et al.*, 1:15-cv-00128-MW-GRJUSDC  
9 Northern District of Florida, Gainesville Division (Case Compelled to  
10 Arbitration)

11 *Hall et al., v. SeaWorld Entertainment Inc.*, 3:15-cv-00660-CAB-RBB  
12 USDC Southern District of California (Dismissed on Appeal)

13 11. Prior to my admittance to any states' bar, my experience in class action litigation and  
14 complex litigation includes the following cases

15 *Yariv. et al. v. AT&T Corp., et al., SOM-L-272-05* Superior Court of New Jersey,  
16 Somerset County (Class Certified, case settled)

17 12. My billed hourly rate is \$450 per hour.

18 13. I graduated law school in May 2010.

19 14. I was admitted to the Florida Bar in September 2010.

20 15. I was admitted in the Northern District of Florida on June 16, 2011.

21 16. I was admitted to the Maine Bar in May 2016.

22 17. I declare under penalty of perjury that the foregoing is true and correct.

23 Executed this 19th day of December 2019.

24 By: /s/Kyla V. Alexander  
25 Kyla V. Alexander (*admitted pro hac vice*)  
26 626 N.E. First Street  
27 Gainesville, Florida 32601  
28 (352) 376-7650  
Kyla.tm@rothsteinforjustice.com

*ATTORNEYS FOR PLAINTIFFS*

DECLARATION OF KYLA V. ALEXANDER

CASE NO.: 3:18-CV-02300-WHA

PAGE 6



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2 Kyla V. Alexander (*admitted pro hac vice*)  
3 626 N.E. First Street  
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5 Tel: (352) 376-7650  
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9 Alan J. Sherwood, SB#118330  
10 Law Offices of Alan J. Sherwood  
11 26755 Contessa Street  
12 Hayward, CA 94545  
13 alansherwood@earthlink.net  
14 (510) 409-6199

15 *Attorneys for Plaintiffs*

16 **UNITED STATES DISTRICT COURT**  
17 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
18 **SAN FRANCISCO DIVISION**

19 ALEXIS BRONSON and CRYSTAL HARDIN  
20 on behalf of themselves  
21 and all other similarly situated,

22 Plaintiffs

23 v.

24 SAMSUNG ELECTRONICS AMERICA,  
25 INC.,  
26 SAMSUNG ELECTRONICS CO., LTD.,

27 Defendants.

Case No.: 3:18-cv-02300-WHA

DECLARATION OF CRYSTAL HARDIN

The Honorable William H. Alsup

1 I, Crystal Hardin, declare as follows:

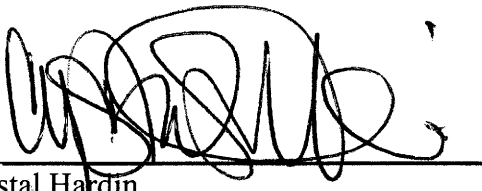
- 2 1. I am a named plaintiff in the above styled action and the putative class representative  
3 for the proposed settlement class. I submit this Declaration in support of Plaintiff's  
4 Notice of Motion and Motion for Attorney's Fees and Costs and Service Award.  
5
- 6 2. I am personally familiar with the facts set forth in this Declaration. If called as a  
7 witness, I could and would testify to the matters stated herein.
- 8 3. By and through my attorneys and pursuant to the Second Amended Settlement  
9 Agreement, I am seeking a service award of \$6,000.
- 10 4. That service award consists roughly of \$1,000 for a new television and \$5,000 for my  
11 time, effort and exposure through litigation.
- 12 5. A service award, if granted, would not reduce the recovery of any member of the  
13 Settlement Class.
- 14 6. I have documented approximately forty-five (45) hours of my involvement in this  
15 case.  
16
- 17 7. There were many hours that I invested that were, inadvertently, not documented;  
18 although I made a good faith attempt to document my time as thoroughly and as  
19 accurately as possible.  
20
- 21 8. In my professional career, at times material and relevant to this litigation; my  
22 effective hourly rate is approximately \$50.00 per hour, with bonuses.
- 23 9. Throughout this litigation I remained accessible, involved in the case, and willing and  
24 able to perform any requirements as a class representative or as otherwise ordered by  
25 the Court.  
26

1 10. My deposition, taken May 7, 2019, subject me to intense exposure on highly personal  
2 issues that were completely unrelated to this case or my ability to act as a class  
3 representative.

4  
5 11. My deposition left me feeling personally attacked and maliciously questioned for no  
6 other reason than in an attempt to discredit my character and testimony of the relevant  
7 issues.

8 12. I declare under penalty of perjury that the foregoing is true and correct.  
9

10  
11 Executed this 19th day of December 2019.

12  
13   
14 By: \_\_\_\_\_  
15 Crystal Hardin  
16 *PLAINTIFF*  
17  
18  
19  
20  
21  
22  
23  
24  
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26  
27

# EXHIBIT 2

## Alexis Bronson and Crystal Hardin v. SAMSUNG ELECTRONICS AMERICA, INC., ET AL. Case no. 3:18-CV-2300-WHA

## Summary of Markdowns by Project

Project	Date Begin	Date End	Dur/Qty	Markup Disc	Justification for Adjustment	Billed Amt	Adjust Amt
Complaint/First Amended Complaint	2/22/2018	7/5/2018	52.1	-75%	Complaint and FAC superceded by SAC; Billing judgment; Carryover pleading of certain claims and facts	\$ 30,465.00	\$ 7,616.25
CLRA Demand	4/11/2018	6/14/2018	19.2	-100%	CLRA Claims Dismissed	\$ 11,970.00	\$ -
Service on SEC/ Translation	5/2/2018	10/18/2018	12.8	-25%	Billing Judgment	\$ 7,852.50	\$ 5,889.38
Motion to Dismiss First Amended Complaint	9/5/2018	11/1/2018	136.3	-75%	FAC dismissed without Prejudice - allowed to replead	\$ 69,930.00	\$ 17,482.50
Second Amended Complaint and Motion for Leave to Amend	9/14/2018	1/17/2019	115.7	-25%	P Successful; Duplication; Billing Judgment	\$ 61,402.50	\$ 46,051.88
Defendants' Motion to Strike Eratta	5/23/2019	6/13/2019	6.3	0%	Plaintiff Successful	\$ 3,082.50	\$ 3,082.50
Defendants' Motion for Summary Judgment	3/27/2019	5/30/2019	122.6	0%	Plaintiff Successful	\$ 66,892.50	\$ 66,892.50
Plaintiff's Motion for Partial Summary Judgment	8/23/2018	7/1/2019	81.7	0% (one entry reduced by 100%)	Plaintiff Successful; Duplication; Billing Judgment	\$ 44,280.00	\$ 40,392.50
Motion for Class Certification	8/29/2018	7/1/2019	134.5	-25%	Necessary for settlement negotiations; Duplication; Billing Judgment	\$ 70,942.50	\$ 53,206.88
Communication with Client	2/26/2018	7/7/2019	41.3	-25%	Duplication; Billing Judgment	\$ 25,762.50	\$ 19,321.88
Communication with Counsel	2/28/2018	7/1/2019	42.10	-25%	Duplication; Billing Judgment	\$ 27,607.50	\$ 20,705.63
Propounding Written Discovery	5/9/2018	4/30/2019	73.7	-25%	Duplication; Billing Judgment	\$ 38,655.00	\$ 28,991.25
Responding to Written Discovery	1/8/2019	7/5/2019	60.8	-25%	Duplication; Billing Judgment	\$ 32,490.00	\$ 24,367.50
ESI Protocol	8/29/2018	6/3/2019	48	-100%	Never Filed; Billing Judgment	\$ 27,472.50	\$ -

Stipulated Protective Order	1/18/2019	2/22/2019	19.4	-50%	Duplication; Billing Judgment	\$ 11,182.50	\$ 5,591.25
Meet and Confers/Discovery Disputes	8/30/2018	6/6/2019	147.8	-50%	Duplication; Billing Judgment	\$ 81,427.50	\$ 40,713.75
Motion for Reconsideration/ Discovery Scope	4/15/2019	5/14/2019	44.7	-50%	Duplication; Billing Judgment; Variable Success	\$ 23,872.50	\$ 11,936.25
Review and Analyze Discovery	10/11/2018	7/5/2019	58	-50%	Duplication; Billing Judgment	\$ 30,150.00	\$ 15,075.00
Inspections	11/9/2018	5/8/2019	4.9	0%	Required; Reasonable	\$ 2,880.00	\$ 2,880.00
Privilege Log	3/13/2019	4/19/2019	29.3	-75%	Duplication; Billing Judgment	\$ 14,715.00	\$ 3,678.75
Fact Investigation	3/2/2018	5/17/2019	76.2	-50%	Duplication; Billing Judgment	\$ 47,137.50	\$ 23,568.75
Deposition of Crystal Hardin	3/12/2019	6/7/2019	34.7	-25%	Duplication; Billing Judgment	\$ 19,845.00	\$ 14,883.75
Deposition of Alexis Bronson (2)	1/31/2019	6/4/2019	73	-50%	Necessary to advance claims; Duplication; Billing Judgment	\$ 39,015.00	\$ 19,507.50
30(b)(6) Depositions	10/16/2018	6/18/2019	158.4	-25%	Duplication; Billing Judgment	\$ 85,882.50	\$ 64,411.88
Analysis/ Strategy	3/7/2018	7/5/2019	133.9	-50%	Duplication; Billing Judgment; Vagueness	\$ 80,910.00	\$ 40,455.00
Miscellaneous Motions	4/17/2018	6/10/2019	20.1	-50%	Duplication; Variable Success; Billing Judgment; Vagueness; some instances of block- billing	\$ 12,037.50	\$ 6,018.75
Mediation	1/28/2019	7/8/2019	47.7	-25%	Duplication; Billing Judgment	\$ 27,112.50	\$ 20,334.38
Settlement Briefing and Negotiation	7/11/2019	10/30/2019	300.5	-100%	P had already agreed to a reduced fee	\$ 156,982.50	\$ -
Multi-District Litigation	5/22/2018	7/5/2018	17	0%	Necessary to preserve jurisdiction in CA; Billing Judgment	\$ 11,475.00	\$ 11,475.00
Communicate with Expert	4/13/2018	6/12/2019	81.5	-50%	Necessary to assess the claims, no expert report submitted to the Court	\$ 54,135.00	\$ 27,067.50

Travel	10/31/2018	6/24/2019	272.1	-75%	Billing Judgment	\$ 157,792.50	\$ 39,448.13
Case Management Conference and Reports	7/24/2018	10/23/2018	20	-25%	Billing Judgment	\$ 10,912.50	\$ 8,184.38
Motions to Seal	4/22/2019	6/6/2019	4.5	-25%	Billing Judgment	\$ 2,295.00	\$ 1,721.25
Pro Hac Admission	4/17/2018	6/12/2019	3.4	-25%	Billing Judgment	\$ 2,115.00	\$ 1,586.25
Motion to Stay	8/10/2018	8/23/2018	2.8	-25%	Billing Judgment	\$ 1,462.50	\$ 1,096.88
Initial Disclosures	8/27/2018	3/27/2019	9.3	-25%	Billing Judgment	\$ 5,220.00	\$ 3,915.00
ADR Filing	8/28/2018	8/28/2018	1.6	-25%	Billing Judgment	\$ 787.50	\$ 590.63
Motion for Appointment of Interim Class Counsel	8/22/2018	8/23/2018	6.9	-100%	Billing Judgment: Never Filed	\$ 3,600.00	\$ -
Motion for Bifurcation	5/20/2019	5/22/2019	7.7	-100%	Billing Judgment: Never Filed	\$ 3,667.50	\$ -
Motion for Clarification	11/13/2018	11/13/2018	6.4	-25%	Billing Judgment	\$ 3,780.00	\$ 2,835.00
		<b>TOTAL</b>	<b>2,528.90</b>			<b>\$ 1,409,197.50</b>	<b>\$ 700,975.66</b>

# EXHIBIT 3



Alexis Bronson and Crystal Hardin v. SAMSUNG ELECTRONICS AMERICA, INC., ET AL.					Case no.
3:18-CV-2300-WHA					
Summary of All Timekeepers					
Staff	Rate/Price	Dur/Qty	Billed Amt	Markup Disc	Adjusted Amount
TK	\$ 200.00	59.00	\$ 11,800.00	-100%	\$ -
LR	\$ 175.00	6.25	\$ 1,093.75	-100%	\$ -
SA	\$ 300.00	5.2	\$ 1,560.00	-100%	\$ -
BV	\$ 125.00	4.4	\$ 550.00	-100%	\$ -
EJT	\$ 225.00	86.3	\$ 19,417.50	-100%	\$ -
SB	\$ 75.00	3.8	\$ 285.00	-100%	\$ -
SG	\$ 150.00	11.8	\$ 1,770.00	-100%	\$ -
AMS	\$ 225.00	75	\$ 16,875.00	-100%	\$ -
CV	\$ 175.00	7.2	\$ 1,260.00	-100%	\$ -
MG	\$ 225.00	212.31	\$ 47,769.75	-100%	\$ -
TM	\$ 125.00	7.27	\$ 908.75	-100%	\$ -
CA	\$ 175.00	563.46	\$ 98,605.50	-100%	\$ -
ZDL	\$ 150.00	77.65	\$ 11,647.50	-100%	\$ -
KVA	\$ 450.00	1,323.60	\$ 595,620.00	Refer to Project Mark-downs	\$ 286,947.50
PSR	\$ 675.00	1,205.30	\$ 813,577.50	Refer to Project Mark-downs	\$414,028.13
<b>Total</b>	<b>\$ 3,450.00</b>	<b>3,648.54</b>	<b>\$ 1,622,740.25</b>		<b>\$ 700,975.63</b>

# EXHIBIT 4

<i>Alexis Bronson and Crystal Hardin v. SAMSUNG ELECTRONICS AMERICA, INC., ET AL. Case no. 3:18-CV-2300-WHA</i>			
<b>Expenses</b>			
<b>Date</b>	<b>Category</b>	<b>Amount</b>	
07/10/2018	Consulting	\$1,500.00	
09/27/2018	Consulting	\$500.00	
11/17/2018	Consulting	\$500.00	
12/14/2018	Consulting	\$1,340.93	
01/08/2019	Consulting	\$1,140.81	
05/20/2019	Consulting	\$1,425.00	
	<b>Consulting</b>		<b>\$6,406.74</b>
07/08/2019	Copying	\$483.00	
	<b>Copying</b>		<b>\$483.00</b>
10/23/2018	Courier Svc	\$175.71	
	<b>Courier Svc</b>		<b>\$175.71</b>
07/01/2019	Deposition	\$1,760.00	
07/03/2019	Deposition	\$1,665.00	
07/11/2019	Deposition	\$5,121.99	
07/17/2019	Deposition	\$75.00	
07/17/2019	Deposition	\$5,114.10	
	<b>Deposition</b>		<b>\$13,736.09</b>
07/08/2019	Facsimile	\$7.00	
	<b>Facsimile</b>		<b>\$7.00</b>
04/17/2018	Filing fee	\$310.00	
01/10/2019	Filing Fee	\$310.00	
04/17/2018	Fling fee	\$400.00	
	<b>Fling fee</b>		<b>\$1,020.00</b>
07/08/2019	Long Distance Phone calls	\$213.73	
	<b>Long Distance Phone calls</b>		<b>\$213.73</b>
07/08/2019	Online Research	\$5,031.08	
	<b>Online Research</b>		<b>\$5,031.08</b>
06/06/2018	Postage	\$8.86	
07/23/2018	Postage	\$24.70	
07/25/2018	Postage	\$45.65	
09/04/2018	Postage	\$132.52	
12/21/2018	Postage	\$17.30	
07/08/2019	Postage	\$48.91	

09/03/2019	Postage	\$73.30	
	<b>Postage</b>		<b>\$351.24</b>
07/08/2019	Printing	\$222.00	
	<b>Printing</b>		<b>\$222.00</b>
03/27/2018	Research - Vendor	\$2,250.00	
05/31/2018	Research - Vendor	\$2,250.00	
03/19/2019	Research - Vendor	\$350.00	
	<b>Research - Vendor</b>		<b>\$4,850.00</b>
02/21/2019	Service fee	\$80.00	
	<b>Service fee</b>		<b>\$80.00</b>
03/22/2019	Transcript	\$1,797.89	
05/02/2019	Transcript	\$218.49	
05/25/2019	Transcript	\$29.40	
06/20/2019	Transcript	\$1,343.80	
	<b>Transcript</b>		<b>\$3,389.58</b>
05/24/2018	Translation	\$2,820.00	
07/11/2018	Translation	\$150.00	
08/17/2018	Translation	\$300.00	
08/20/2018	Translation	\$73.08	
08/31/2018	Translation	\$249.47	
	<b>Translation</b>		<b>\$3,592.55</b>
02/21/2019	Witness fee	\$60.79	
	<b>Witness fee</b>		<b>\$60.79</b>
07/24/2018	Flights	\$297.00	
07/25/2018	Flights	\$365.80	
07/31/2018	Flights	\$300.80	
08/30/2018	Flights	\$40.00	
08/31/2018	Flights	\$538.61	
11/28/2018	Flights	\$357.40	
11/28/2018	Flights	\$562.70	
01/08/2019	Flights	\$229.20	
01/10/2019	Flights	\$83.40	
02/24/2019 - 02/25/2019	Flights	\$987.00	
02/24/2019 - 02/25/2019	Flights	\$936.20	
03/5/2019- 03/10/2019	Flights	\$548.00	

03/05/2019- 03/07/2019	Flights	\$578.01	
4/16/2019	Flights	\$707.01	
4/17/2019	Flights	\$635.00	
5/28/2019	Flights	\$546.50	
5/28/2019	Flights	\$840.99	
6/16/2019	Flights	\$1,025.50	
6/16/2019	Flights	\$799.00	
8/30/2019	Flights	\$577.00	
10/7/2019	Flights	\$27.50	
10/7/2019	Flights	\$623.50	
10/31/2019	Flights	\$389.60	
	<b>Flights</b>		<b>\$11,995.72</b>
07/28/2018	Fuel	\$15.88	
	<b>Fuel</b>		<b>\$15.88</b>
07/25/2018 - 07/27/2018	Lodging	\$235.03	
08/30/2018	Lodging	\$1,124.52	
10/31/2018	Lodging	\$710.44	
11/04/2018	Lodging	\$101.93	
02/24/2019	Lodging	\$222.38	
02/25/2019	Lodging	\$222.38	
03/5/2019- 03/7/2019	Lodging	\$1,900.38	
03/5/2019- 03/7/2019	Lodging	\$1,266.92	
3/8/2019	Lodging	\$191.42	
5/7/2019	Lodging	\$450.30	
5/7/2019	Lodging	\$450.30	
5/9/2019	Lodging	\$199.41	
5/11/2019	Lodging	\$222.70	
5/31/2019	Lodging	\$451.81	
6/16/2019	Lodging	\$947.52	
6/16/2019	Lodging	\$947.52	
07/28/2019	Lodging	\$224.64	
8/30/2019	Lodging	\$340.98	
10/10/2019	Lodging	\$196.46	
11/19/2019	Lodging	\$295.97	

11/22/2019	Lodging	\$139.03	
	<b>Lodging</b>		<b>\$10,842.04</b>
11/03/2018	Parking	\$18.00	
02/24/2019 - 02/26/2019	Parking	\$27.00	
03/5/2019- 03/8/2019	Parking	\$70.00	
	<b>Parking</b>		<b>\$115.00</b>
07/28/2018	Restaurant/Meals	\$22.61	
10/31/2018	Restaurant/Meals	\$109.42	
11/01/2018	Restaurant/Meals	\$23.89	
11/02/2018	Restaurant/Meals	\$17.24	
11/02/2018	Restaurant/Meals	\$17.82	
01/09/2019	Restaurants/Meals	\$167.18	
01/10/2019	Restaurants/Meals	\$17.24	
01/10/2019	Restaurants/Meals	\$15.14	
02/25/2019	Restaurants/Meals	\$33.22	
3/6/2019	Restaurants/Meals	\$44.70	
3/6/2019	Restaurants/Meals	\$144.46	
3/7/2019	Restaurants/Meals	\$44.32	
3/7/2019	Restaurants/Meals	\$69.39	
3/7/2019	Restaurants/Meals	\$44.87	
3/8/2019	Restaurants/Meals	\$246.88	
3/8/2019	Restaurants/Meals	\$14.35	
3/11/2019	Restaurants/Meals	\$55.94	
5/7/2019	Restaurant/Meals	\$27.93	
5/7/2019	Restaurant/Meals	\$41.97	
5/7/2019	Restaurant/Meals	\$37.45	
5/8/2019	Restaurant/Meals	\$86.78	
5/9/2019	Restaurant/Meals	\$39.55	
5/9/2019	Restaurant/Meals	\$52.13	
5/9/2019	Restaurant/Meals	\$49.02	
5/9/2019	Restaurants/Meals	\$16.37	
5/10/2019	Restaurant/Meals	\$12.49	
5/30/2019	Restaurants/Meals	\$47.18	
5/30/2019	Restaurants/Meals	\$8.41	
6/17/2019	Restaurant/Meals	\$29.24	
6/18/2019	Restaurant/Meals	\$54.00	

6/18/2019	Restaurant/Meals	\$70.00	
6/19/2019	Restaurant/Meals	\$10.80	
6/20/2019	Restaurant/Meals	\$128.84	
6/20/2019	Restaurant/Meals	\$70.00	
6/20/2019	Restaurant/Meals	\$43.18	
6/20/2019	Restaurant/Meals	\$20.00	
9/26/2019	Restaurant/Meals	\$12.63	
9/26/2019	Restaurant/Meals	\$10.74	
10/11/2019	Restaurant/Meals	\$40.87	
	<b>Restaurants/Meals</b>		<b>\$1,998.25</b>
07/25/2018	Transportation	\$31.17	
07/28/2018	Transportation	\$354.10	
10/31/2018	Transportation	\$9.65	
11/04/2018	Transportation	\$104.06	
01/08/2019	Transportation	\$9.15	
02/25/2019	Transportation	\$120.15	
3/8/2019	Transportation	\$55.92	
5/5/2019	Transportation	\$70.43	
5/5/2019	Transportation	\$70.43	
05/06/2019 - 05/10/2019	Transportation	\$24.25	
5/8/2019	Transportation	\$44.64	
5/30/2019	Transportation	\$68.95	
05/30/2019 - 06/03/2019	Transportation	\$103.32	
6/17/2019	Transportation	\$56.10	
06/19/2019- 06/20/2019	Transportation	\$34.60	
06/21/2019 - 06/22/2019	Transportation	\$63.40	
09/24/2019- 09/26/2019	Transportation	\$19.30	
9/26/2019	Transportation	\$25.54	
10/10/2019	Transportation	\$45.45	
10/11/2019	Transportation	\$44.53	
11/18/2019	Transportation	\$113.25	
	<b>Transportation</b>		<b>\$1,468.39</b>
	<b>TOTAL EXPENSE</b>		<b>\$66,054.79</b>

Consulting	\$6,406.74
Copying	\$483.00
Courier Svc	\$175.71
Deposition	\$13,736.09
Facsimile	\$7.00
Fling fee	\$1,020.00
Long Distance Phone calls	\$213.73
Online Research	\$5,031.08
Postage	\$351.24
Printing	\$222.00
Research - Vendor	\$4,850.00
Service fee	\$80.00
Transcript	\$3,389.58
Translation	\$3,592.55
Witness fee	\$60.79
Flights	\$11,995.72
Fuel	\$15.88
Lodging	\$10,842.04
Parking	\$115.00
Restaurants/Meals	\$1,998.25
Transportation	\$1,468.39
	\$66,054.79



# EXHIBIT 5

<i>Alexis Bronson and Crystal Hardin v. SAMSUNG ELECTRONICS AMERICA, INC., ET AL.</i>				
<i>Case no. 3:18-CV-2300-WHA</i>				
<b>COMPARISON: Table of Appearances by Counsel</b>				
<b>Proceeding Type</b>	<b>Date</b>	<b>Attendance for Plaintiff</b>	<b>Attendance for Defendants</b>	<b>Mark-down by Class Counsel</b>
Hearing: Motion to Dismiss FAC	November 1, 2018	Paul S. Rothstein	Beth Coplowitz Michael Mueller	-75%
Hearing: Motion for Leave to Amend	January 1, 2019	Paul S. Rothstein	Beth Coplowitz Michael Mueller (At least 3 Other Individuals)	-25%
Hearing: Motion to Compel Discovery	February 27, 2019	Kyla V. Alexander Paul S. Rothstein	Michael Mueller	-50%
Hearing: Motion for Summary Judgment (Defendant's)	May 30, 2019	Paul S. Rothstein	Thomas Waskom	-0%
Hearing: Motion for Summary Judgment (Plaintiff's)	June 20, 2019	Kyla V. Alexander Paul S. Rothstein	Thomas Waskom	-0%; -100% for Ms. Alexander's attendance at hearing
Hearing: Motion for Preliminary Approval	September 26, 2019	Paul S. Rothstein	Thomas Waskom	-100%
Hearing: Amended Motion for Preliminary Approval	October 10, 2019	Kyla V. Alexander	Thomas Waskom In-house Counsel (1)	-100%
Deposition: Alexis Bronson	March 7, 2019	Kyla V. Alexander Paul S. Rothstein	Michael Mueller	-50%
Deposition: Crystal Hardin	May 9, 2019	Kyla V. Alexander Paul S. Rothstein	Thomas Waskom	-25%
Deposition: Alexis Bronson (2)	May 9, 2019	Kyla V. Alexander Paul S. Rothstein	Thomas Waskom	-50%
Deposition: 30(b)(6)	June 17, 2019	Kyla V. Alexander Paul S. Rothstein Peter Lee <sup>1</sup>	Beth Coplowitz Michael Mueller In-house Counsel (2)	-25%

<sup>1</sup> Attorney Peter Lee is not seeking reimbursement of fees. Class Counsel hired Peter Lee's professional services as an attorney fluent in Korean to participate in one of the Rule 30(b)(6) depositions where the witness only spoke Korean. In addition to the professional interpreter, this professional service was necessary to ensure proper translation and to address any legal issues that may arise in conjunction with the deposition. The professional services, including review of documents produced in Korean, performed by Mr. Lee, are a part of Class Counsel's Expense/Cost Summary. See Exhibit 4.

# EXHIBIT 6

**Table B-4A.**  
**U.S. Courts of Appeals—Median Time Intervals in Months for Civil and Criminal Appeals Terminated on the Merits, by Circuit,**  
**During the 12-Month Period Ending September 30, 2017**

Circuit	Terminated on the Merits													
	Total	By Consolidation	Median Time Intervals From											
			Filing of Notice of Appeal to Filing of Appellee's Last Brief		Filing of Appellee's Last Brief to Oral Argument or Submission on Briefs		Oral Argument to Last Opinion or Final Order		Submission on Briefs to Last Opinion or Final Order		Filing of Notice of Appeal to Last Opinion or Final Order		Filing in Lower Court to Last Opinion or Final Order in Appeals Court	
			Appeals	Interval	Appeals	Interval	Appeals	Interval	Appeals	Interval	Appeals	Interval	Appeals	Interval
<b>TOTAL</b>	<b>27,366</b>	<b>2,406</b>	<b>11,203</b>	<b>5.5</b>	<b>11,203</b>	<b>3.9</b>	<b>5,669</b>	<b>2.1</b>	<b>19,291</b>	<b>0.4</b>	<b>24,960</b>	<b>9.9</b>	<b>24,960</b>	<b>29.7</b>
DC	365	59	181	7.6	181	2.8	150	3.0	156	0.8	306	11.1	306	34.2
1st	731	53	497	8.7	497	2.1	220	3.1	458	2.6	678	14.6	678	36.5
2nd	1,836	172	960	6.5	960	4.1	698	0.7	966	0.2	1,664	10.4	1,664	34.0
3rd	2,115	585	814	6.0	814	2.0	246	5.4	1,284	1.2	1,530	8.1	1,530	34.2
4th	2,860	135	806	4.8	806	4.3	316	2.3	2,409	0.2	2,725	6.3	2,725	25.4
5th	4,316	698	1,548	5.2	1,548	4.0	696	1.2	2,922	0.5	3,618	10.8	3,618	24.8
6th	2,561	99	1,387	4.7	1,387	3.6	406	2.6	2,056	1.1	2,462	9.0	2,462	29.1
7th	1,424	98	784	5.6	784	2.3	586	2.8	740	0.4	1,326	9.3	1,326	30.6
8th	1,784	93	787	3.8	787	5.4	351	3.7	1,340	0.3	1,691	8.1	1,691	24.9
9th	5,279	243	1,140	7.9	1,140	10.0	1,303	1.2	3,733	0.2	5,036	14.9	5,036	36.7
10th	1,117	21	735	4.8	735	2.9	345	3.2	751	1.6	1,096	9.0	1,096	28.7
11th	2,978	150	1,564	4.7	1,564	4.1	352	1.9	2,476	1.2	2,828	9.5	2,828	26.3
<b>Prisoner Petitions</b>	<b>9,323</b>	<b>267</b>	<b>1,213</b>	<b>7.2</b>	<b>1,213</b>	<b>4.2</b>	<b>554</b>	<b>2.3</b>	<b>8,502</b>	<b>0.3</b>	<b>9,056</b>	<b>7.0</b>	<b>9,056</b>	<b>25.7</b>
DC	45	3	12	13.7	12	4.1	12	5.5	30	0.7	42	11.4	42	27.1
1st	97	5	25	7.8	25	1.7	8	3.3	84	3.2	92	11.7	92	28.2
2nd	367	7	60	9.4	60	3.7	36	0.6	324	0.2	360	4.5	360	24.8
3rd	631	7	99	8.9	99	2.4	32	6.0	592	0.7	624	4.2	624	33.5
4th	1,131	20	55	9.0	55	4.2	35	2.4	1,076	0.2	1,111	5.0	1,111	25.6
5th	1,195	178	119	4.8	119	11.3	45	1.0	972	0.2	1,017	12.3	1,017	27.0
6th	1,057	7	197	7.3	197	3.8	65	2.8	985	0.7	1,050	7.6	1,050	28.4
7th	575	15	141	9.5	141	2.4	79	2.6	481	0.5	560	8.4	560	23.7
8th	671	8	87	4.4	87	5.3	25	4.3	638	0.2	663	5.2	663	14.7
9th	2,016	8	126	13.1	126	6.5	156	1.1	1,852	0.1	2,008	7.4	2,008	29.8
10th	339	6	96	4.1	96	2.0	20	3.7	313	1.6	333	5.2	333	17.3
11th	1,199	3	196	7.5	196	4.6	41	3.3	1,155	0.3	1,196	7.0	1,196	22.1

Table B-4A. (September 30, 2017—Continued)

Circuit	Terminated on the Merits													
	Total	By Consolidation	Median Time Intervals From											
			Filing of Notice of Appeal to Filing of Appellee's Last Brief		Filing of Appellee's Last Brief to Oral Argument or Submission on Briefs		Oral Argument to Last Opinion or Final Order		Submission on Briefs to Last Opinion or Final Order		Filing of Notice of Appeal to Last Opinion or Final Order		Filing in Lower Court to Last Opinion or Final Order in Appeals Court	
			Appeals	Interval	Appeals	Interval	Appeals	Interval	Appeals	Interval	Appeals	Interval	Appeals	Interval
<b>Other Civil Appeals</b>	<b>9,628</b>	<b>1,376</b>	<b>5,584</b>	<b>4.9</b>	<b>5,584</b>	<b>4.1</b>	<b>3,571</b>	<b>2.2</b>	<b>4,681</b>	<b>0.6</b>	<b>8,252</b>	<b>11.5</b>	<b>8,252</b>	<b>32.1</b>
DC	278	46	138	6.9	138	2.6	110	2.8	122	0.8	232	10.3	232	30.3
1st	256	25	191	5.7	191	2.1	120	2.6	111	3.2	231	10.9	231	28.2
2nd	940	95	601	6.2	601	4.2	474	0.7	371	0.2	845	10.4	845	31.2
3rd	1,168	559	518	5.5	518	2.2	178	5.4	431	2.3	609	11.0	609	32.1
4th	781	56	334	4.3	334	5.9	189	2.3	536	0.3	725	7.3	725	22.0
5th	906	245	594	4.2	594	4.0	393	1.7	268	1.4	661	9.8	661	28.1
6th	756	46	660	4.0	660	3.8	263	2.6	447	1.6	710	10.1	710	28.3
7th	518	52	400	4.7	400	2.3	305	3.3	161	0.1	466	9.8	466	31.3
8th	482	43	358	3.6	358	5.7	229	3.9	210	0.3	439	11.4	439	28.1
9th	2,225	135	680	7.8	680	13.8	865	1.2	1,225	0.3	2,090	22.8	2,090	40.6
10th	503	14	421	4.6	421	3.2	221	3.5	268	2.0	489	10.9	489	31.7
11th	815	60	689	3.8	689	4.2	224	2.0	531	2.3	755	10.5	755	29.5
<b>Criminal Appeals</b>	<b>8,415</b>	<b>763</b>	<b>4,406</b>	<b>6.2</b>	<b>4,406</b>	<b>3.7</b>	<b>1,544</b>	<b>1.9</b>	<b>6,108</b>	<b>0.6</b>	<b>7,652</b>	<b>11.0</b>	<b>7,652</b>	<b>30.8</b>
DC	42	10	31	14.6	31	3.6	28	3.2	4	1.9	32	22.3	32	59.5
1st	378	23	281	11.3	281	2.2	92	3.4	263	2.3	355	17.0	355	42.0
2nd	529	70	299	8.6	299	4.0	188	0.6	271	0.2	459	13.1	459	48.7
3rd	316	19	197	6.8	197	1.5	36	5.4	261	2.3	297	10.4	297	42.7
4th	948	59	417	5.2	417	3.3	92	2.4	797	0.3	889	8.0	889	28.3
5th	2,215	275	835	6.0	835	3.7	258	0.8	1,682	0.5	1,940	10.1	1,940	22.3
6th	748	46	530	6.0	530	3.4	78	2.2	624	1.4	702	10.5	702	31.3
7th	331	31	243	6.5	243	2.2	202	2.3	98	0.1	300	10.6	300	39.3
8th	631	42	342	4.0	342	4.9	97	3.4	492	0.5	589	10.2	589	29.8
9th	1,038	100	334	7.1	334	6.3	282	1.0	656	0.2	938	14.8	938	37.1
10th	275	1	218	5.9	218	3.3	104	3.0	170	0.9	274	9.7	274	37.4
11th	964	87	679	5.6	679	3.8	87	1.6	790	1.4	877	11.2	877	26.2

**Table B-4A. (September 30, 2017—Continued)**

Terminated on the Merits														
Circuit	Total	By Consolidation	Median Time Intervals From											
			Filing of Notice of Appeal to Filing of Appellee's Last Brief		Filing of Appellee's Last Brief to Oral Argument or Submission on Briefs		Oral Argument to Last Opinion or Final Order		Submission on Briefs to Last Opinion or Final Order		Filing of Notice of Appeal to Last Opinion or Final Order		Filing in Lower Court to Last Opinion or Final Order in Appeals Court	
			Appeals	Interval	Appeals	Interval	Appeals	Interval	Appeals	Interval	Appeals	Interval	Appeals	Interval

NOTE: This table does not include data for the U.S. Court of Appeals for the Federal Circuit.  
 Totals for cases terminated on the merits in the Third Circuit and in the nation have been revised following resolution of a technical issue affecting the data.