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10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION

12 MARY BETH MONTERA, individually and
on behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 PREMIER NUTRITION CORPORATION
16 f/k/a JOINT JUICE, INC.,

17 Defendant.

Case No. 3:16-CV-06980 RS

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR AWARD OF ATTORNEYS'
FEES, REIMBURSEMENT OF EXPENSES,
AND SERVICE AWARD FOR CLASS
REPRESENTATIVE**

CLASS ACTION

Date: April 30, 2026
Time: 1:30 p.m.
Judge: Honorable Richard Seeborg
Courtroom: Courtroom 3, 17th Floor

Complaint Filed: December 5, 2016

BLOOD HURST & O' REARDON, LLP

BLOOD HURST & O' REARDON, LLP

NOTICE OF RENEWED MOTION

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on **April 30, 2026**, at **1:30 p.m.**, in Courtroom 3, 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, pursuant to Federal Rule of Civil Procedure 23(h), Plaintiff will and hereby moves this Court for an Order awarding and confirming the orders previously awarding Plaintiff's Counsel's attorneys' fees, costs and expenses, and the class representative service award, plus statutory post-judgment interest through October 20, 2025. These amounts are attorneys' fees of \$8,713,326.00, costs and expenses of \$1,278,901.92, and a service award in the amount of \$28,294.

This Motion is based upon this notice of motion, Plaintiff's memorandum in support of this Motion, the declaration of Timothy G. Blood, the complete file and record in this action and the related actions,¹ and such other evidence and argument as may be presented at or before the hearing on this motion.

This Motion and its supporting documents are concurrently posted on the settlement website (www.JointJuiceSettlement.com). The pleadings and other records in this litigation may be examined online through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, between 9:00 a.m. and 1:00 p.m., Monday through Friday, excluding Court holidays.

Pursuant to the Court's Preliminary Approval Order (Dkt. No. 409), which is also available to view at www.JointJuiceSettlement.com, Class Members may object to this Motion by mailing or submitting a letter to the Clerk of Court, 450 Golden Gate Avenue, San Francisco, CA 94201-3489 on or before the objection deadline, **April 6, 2026**.

¹ *Mullins v. Premier Nutrition Corp.*, No. 13-cv-01271-RS (N.D. Cal.); *Caiazza v. Premier Nutrition Corp.*, No. 3:16-cv-06685-RS (N.D. Cal.); *Ravinsky v. Premier Nutrition Corp.*, No. 3:16-cv-06704-RS (N.D. Cal.); *Sandoval v. Premier Nutrition Corp.*, No. 3:16-cv-06708-RS (N.D. Cal.); *Lux v. Premier Nutrition Corp.*, No. 3:16-cv-06703-RS (N.D. Cal.); *Dent v. Premier Nutrition Corp.*, No. 3:16-cv-06721-RS (N.D. Cal.); *Avery v. Premier Nutrition Corp.*, No. 3:16-cv-06980-RS (N.D. Cal.); *Spencer v. Premier Nutrition Corp.*, No. 3:16-cv-07090-RS (N.D. Cal.); *Trudeau v. Premier Nutrition Corp.*, No. 3:17-cv-00054-RS (N.D. Cal.).

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To be considered by the Court, the written objection must include the following information:

(a) a heading which refers to the Action (*Montera v. Premier Nutrition Corp.*, Case No. 3:16-cv-06980-RS (N.D. Cal.)); (b) the objector’s full name, address, telephone number and email address (if any), and, if represented by counsel, the name, address, email address, and telephone number of his/her counsel; (c) a statement under oath that the objector is a Class Member; (d) a statement whether the objector intends to appear at the Final Approval Hearing (currently scheduled April 30, 2026, at 1:30 p.m.), either in person or through counsel; (e) a statement of the objection and the specific grounds supporting the objection; (f) a statement whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (g) copies of any papers, briefs, or other documents upon which the objection is based; (h) identification of the case name, case number, and court for any prior class action lawsuit in which the objector and the objector’s attorney (if applicable) has objected to a proposed class action settlement; and (i) the objector’s handwritten, dated signature (the signature of objector’s counsel, an electronic signature, and the annotation “/s” or similar annotation will not suffice).

See Dkt. No. 409 at ¶ 6. Pursuant to the Court’s Order, absent good cause shown and found by the Court, objections will not be considered that are not timely or otherwise compliant with the terms stated above, any such objection shall be deemed to have been waived. *Id.* at ¶¶ 6– 7.

Respectfully submitted,

Dated: February 25, 2026

BLOOD HURST & O’REARDON, LLP

By: s/ Timothy G. Blood
TIMOTHY G. BLOOD

BLOOD HURST & O' REARDON, LLP

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This is not a conventional fee motion tied to a traditional common fund settlement. The proposed Settlement reflects effectively a satisfaction of the post-appeal trial judgment amount entered in this Action (including post-judgment interest), including the attorneys' fee, cost, expense, and service-award amounts previously adjudicated by this Court and, as to the principal fee award, affirmed by the Ninth Circuit. This motion therefore seeks entry of an order consistent with the Court's prior rulings and the Settlement's judgment-satisfaction structure.

In August 2023, after extensive briefing including expert testimony submitted by both parties, the Court granted Plaintiff's post-trial fee motion and awarded \$6,853,502.78 in attorneys' fees and \$1,072,126.04 in non-taxed expenses for work performed in this Action. Dkt. No. 346. In January 2025, the Ninth Circuit affirmed that fee award, including its holding that the fee-shifting provisions of New York General Business Law sections 349 and 350 authorize the lodestar-based fee award entered in addition to the class judgment amount. Dkt. No. 379.

Separately, in February 2025, following Plaintiff's success on appeal of the trial judgment, the Court awarded \$928,455.00 in attorneys' fees incurred on appeal and \$3,053.39 in non-taxed appellate expenses. Dkt. No. 381. As with the post-trial fee motion, the post-appeal fee motion was vigorously contested by Premier.

The Settlement Agreement in *Montera* expressly incorporates these already-adjudicated awards (and accrued statutory post-judgment interest through October 20, 2025, the date the preliminary approval motion was filed) as part of a comprehensive judgment-satisfaction settlement resolution. Consistent with that settlement structure and this Court's prior rulings, Plaintiff seeks entry of an order awarding and confirming (i) the previously awarded fees, (ii) the previously awarded non-taxed expenses, (iii) taxed costs previously awarded through the bill of costs process, and (iv) the class representative service award.

1 **II. FACTUAL AND PROCEDURAL BACKGROUND**

2 **A. The Judgment, Post-Trial Proceedings, Appeals, and the Settlement Structure**

3 Following a jury trial, the Court entered judgment in favor of the certified Class. Dkt. Nos.
 4 293–94. The ensuing post-trial proceedings were extensive. The Parties litigated post-trial motions,
 5 the form and scope of the judgment, and Plaintiff’s entitlement to attorneys’ fees and expenses under
 6 Rules 23(h)(1) and 54(d) of the Federal Rules of Civil Procedure, Local Rule 54, and New York
 7 General Business Law §§ 349 and 350. Dkt. Nos. 293, 294, 320. Premier argued that Plaintiff’s
 8 Counsel should receive less than half their requested fees, 20% of their requested expenses, and that
 9 any awarded amounts should be drawn from the class judgment amount and not fee-shifted and paid
 10 in addition to the class judgment amount. Dkt. Nos. 306, 331. The parties’ submissions were
 11 extensive, including both sides retaining experts who submitted lengthy declarations regarding the
 12 requested fees and expenses. Dkt. Nos. 306-4, 331-2, 334-8. As the Court wrote, “The parties’
 13 positions yield two drastically different values and two very different outcomes for the Class’s
 14 recovery.” Dkt. No. 320 at 5. The Court directed supplemental submissions on fees, conducted a
 15 lodestar analysis, and ultimately entered a detailed fee and expense award. Dkt. Nos. 320, 346;
 16 *Montera v. Premier Nutrition Corp.*, 2023 U.S. Dist. LEXIS 137187 (N.D. Cal. Aug. 7, 2023).

17 Premier appealed both the judgment and separately, the fee and expense award. Dkt. Nos.
 18 321, 348. Both appeals were fully briefed and vigorously litigated. On August 6, 2024, the Ninth
 19 Circuit affirmed the judgment in favor of the Class. *See Montera v. Premier Nutrition Corp.*, 111
 20 F.4th 1018 (9th Cir. 2024). On January 28, 2025, the Ninth Circuit affirmed the Court’s fee ruling,
 21 including its determination that the awarded fees were reasonable under the governing statutory fee-
 22 shifting framework. *See Montera v. Premier Nutrition Corp.*, No. 23-16162, 2025 U.S. App. LEXIS
 23 1812 (9th Cir. Jan. 28, 2025). Following Plaintiff’s successful defense of the judgment on appeal,
 24 Plaintiff moved for an award of attorneys’ fees and non-taxed expenses incurred in the appellate
 25 proceedings. The Ninth Circuit transferred that motion to this Court, which—over Premier’s
 26 opposition (Dkt. No. 369)—granted the motion and awarded Plaintiff’s Counsel their attorneys’ fees
 27 and expenses incurred while litigating the merits appeal in this class action. Dkt. No. 381.

1 In addition, Plaintiff pursued taxable costs through the Rule 54(d)(1) process, Premier filed
 2 oppositions, and the Clerk taxed costs in Plaintiff's favor. Dkt. Nos. 295, 307, 310, 314, 361, 389.
 3 The judgment, fee awards, and cost awards thus became final components of the Court's
 4 adjudication.

5 Against that procedural backdrop, the parties ultimately reached a \$90 million global
 6 resolution of all certified states' claims. The New York Class portion is resolved through this Action,
 7 and the remaining certified states are resolved in the related state court actions (*Bland* and *Sonner*).
 8 This Action is the only certified class case to proceed through trial to verdict. The Settlement here
 9 is structured as a judgment-satisfaction resolution, providing for payment of the class's trial
 10 judgment (including accrued post-judgment interest through a defined date), together with payment
 11 of the attorneys' fees, non-taxed expenses, taxed costs, and class representative service award
 12 previously adjudicated in this Action.

13 The *Montera* Settlement Agreement incorporates the Court's prior attorneys' fee, expense,
 14 and cost awards as components of a judgment-satisfaction resolution, together with statutory post-
 15 judgment interest accrued through October 20, 2025. Specifically, Plaintiff seeks: (1) attorneys' fees
 16 of \$8,713,326.00, comprised of the Court's trial-level fee award (\$6,853,502.78) and appellate fee
 17 award (\$928,455.00), together with \$931,368.22 in post-judgment interest through October 20,
 18 2025; (2) reimbursement of costs and expenses of \$1,278,901.92, comprised of the Court's non-
 19 taxed expense awards and taxed costs awarded by the Clerk and the Ninth Circuit (totaling
 20 \$1,130,756.07), together with \$148,145.85 in post-judgment interest through October 20, 2025; and
 21 (3) a class representative service award of \$28,294.00, reflecting the previously approved \$25,000
 22 service award plus \$3,294.00 in post-judgment interest through October 20, 2025. *See* Settlement
 23 Agreement § I.2; *see also* Dkt. Nos. 314, 320, 346, 379, 381, and 389; concurrently filed Declaration
 24 of Timothy G. Blood, ¶ 7 (setting forth the post-judgment interest calculations).²

25
 26
 27 ² Post-judgment interest on these fee, expense, and service award components accrues as a
 28 matter of law under 28 U.S.C. § 1961(a). *See Friend v. Kolodziejczak*, 72 F.3d 1386, 1391–92 (9th
 Cir. 1995).

1 **B. Trial-Level Fee and Non-Taxed Expense Awards**

2 Following entry of judgment, Plaintiff moved for attorneys' fees and non-taxed litigation
3 expenses pursuant to New York General Business Law §§ 349 and 350. Dkt. Nos. 296, 311. After
4 directing supplemental submissions and considering extensive briefing (Dkt. Nos. 328, 334), the
5 Court granted Plaintiff's renewed motion in a detailed order applying the lodestar method. Dkt.
6 No. 346.

7 On August 7, 2023, the Court awarded \$6,853,502.78 in attorneys' fees and \$1,072,126.04
8 in non-taxed expenses. Dkt. No. 346. In doing so, the Court addressed and rejected Premier's
9 principal objections, including its proposed across-the-board reductions and its argument that any
10 fees and expenses should be drawn from the class's recovery rather than paid on top of the class
11 judgment. The Court's order—subsequently affirmed by the Ninth Circuit, see § II.C below—
12 reflects a careful review of billing records, hourly rates, staffing, and the relationship between the
13 work performed and the results obtained at trial and for the Class. *Id.*

14 **C. The Ninth Circuit Affirmed the Trial-Level Fee Award**

15 In addition to appealing the underlying judgment, Premier separately appealed the Court's
16 fee ruling. The Ninth Circuit affirmed. *Montera*, 2025 U.S. App. LEXIS 1812.

17 In doing so, the court of appeals upheld this Court's determination that fees incurred in
18 connection with the prosecution of the certified class claims were recoverable under the GBL fee-
19 shifting provisions. *Id.* at *3–4. The Ninth Circuit also affirmed this Court's refusal to apportion
20 fees among related actions and rejected Premier's challenges to the reasonableness of the award. *Id.*
21 at *4–5.

22 The affirmance renders the trial-level fee and expense award final and appellate-approved.

23 **D. Fee Award for Work Performed on the Successful Appeal**

24 After Plaintiff successfully defended the judgment on appeal, Plaintiff sought prevailing-
25 party attorneys' fees and reimbursement of non-taxed expenses incurred in the appellate
26 proceedings, as authorized by GBL §§ 349 and 350. *See* Dkt. No. 81-1 in *Montera v. Premier*
27 *Nutrition Corp.*, Case No. 22-16375 (9th Cir.).

28

1 The Ninth Circuit transferred the motion to this Court for determination. Dkt. No. 355.
 2 Premier opposed the motion and argued that Plaintiff's Counsel should be awarded less than half of
 3 the requested amount. Dkt. No. 369. On February 3, 2025, the Court granted the motion and awarded
 4 \$928,455.00 in appellate attorneys' fees and \$3,053.39 in non-taxed appellate expenses. Dkt. No.
 5 381.

6 In granting the motion, the Court observed that: "This matter has been hard fought for over
 7 a decade. Premier raised nineteen issues and sub-issues on appeal, filed a motion to certify questions
 8 to New York's highest court, and petitioned for en banc review. Montera successfully defended the
 9 judgment in favor of the class." *Id.* at 3. The Court further noted that the "Parties have hotly
 10 contested every aspect of this litigation and the appeal was no different." *Id.* at 4.

11 That February 2025 order constitutes a separate and independent adjudication of the
 12 reasonableness of fees incurred in defending the judgment and prevailing on appeal.

13 **E. Taxed Costs Awarded by This Court and the Ninth Circuit**

14 In addition to non-taxed expenses awarded under the GBL fee-shifting provisions, Plaintiff
 15 pursued taxable costs through Federal Rule of Civil Procedure 54(d)(1). Dkt. No. 295. Over
 16 Premier's objections, the Clerk taxed costs in the amount of \$54,455.74. Dkt. Nos. 307, 314.

17 Following the successful appeals, pursuant to Federal Rule of Appellate Procedure 39 and
 18 Ninth Circuit Rule 39-1, the Ninth Circuit taxed additional costs in the amount of \$985.80 for the
 19 class judgment appeal and \$135.10 for the fee award appeal. *See* Dkt. Nos. 361, 389; *see also* Dkt.
 20 Nos. 67, 69 and 84 in *Montera*, No. 22-16375 (9th Cir.); Dkt. Nos. 39, 40 in *Montera*, No. 23-16162
 21 (9th Cir.).

22 These taxed costs were awarded through the ordinary bill-of-costs processes and are distinct
 23 from the non-taxed expenses addressed in Dkt. Nos. 346 and 381. Plaintiff seeks confirmation of
 24 those previously taxed costs.

25 **F. The Previously Approved Class Representative Service Award**

26 The Court previously granted Plaintiff's request for a \$25,000 class representative service
 27 award. Dkt. No. 320. That award recognized the significant time, effort, and risk undertaken by
 28 Ms. Montera in prosecuting this Action and representing the Class, including sitting for deposition,

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1 traveling from New York to San Francisco for trial from May 21, 2022 to June 8, 2022, and
 2 testifying at trial. *See* Dkt. No. 296-4 (Declaration of Mary Beth Montera). The Court held that “the
 3 award is both comparable to similar awards in this District and reasonable considering Ms.
 4 Montera’s experience.” Dkt. No. 320 at 8.

5 The Settlement incorporates that previously approved service award, together with statutory
 6 post-judgment interest accrued through October 20, 2025, and Plaintiff seeks entry of an order
 7 confirming the same consistent with the Court’s prior ruling.

8 The table below summarizes the components of the requested awards, reflecting the principal
 9 amounts previously awarded by this Court (and taxed by the Clerk and the Ninth Circuit) with the
 10 statutory post-judgment interest accrued through October 20, 2025:

Previously Awarded Amounts (Principal + Accrued Interest)	
Component	Total (Including Accrued Interest)
Attorneys’ Fees	\$8,713,326.00
Costs and Expenses	\$1,278,901.92
Class Representative Service Award	\$28,294.00
Total	\$10,020,521.92

16 **III. PLAINTIFF SHOULD BE AWARDED HER REQUESTED FEES AND EXPENSES**

17 **A. The Court Has Already Determined the Reasonableness of the Requested Fees**
 18 **and Expenses Under the Governing Fee-Shifting Statute**

19 New York General Business Law §§ 349 and 350 authorize the Court to award reasonable
 20 attorneys’ fees to a prevailing plaintiff. *Montera*, 2025 U.S. App. LEXIS 1812, at *3 (citing GBL
 21 §§ 349(h), 350-e). The Court has already exercised that authority in this Action. *Id.*

22 Within the context of the class recovery, the Court conducted a lodestar analysis, evaluated
 23 hourly rates, reviewed detailed billing entries and expense records, and considered Premier’s
 24 proposed reductions and reasonableness arguments before awarding \$6,853,502.78 in attorneys’
 25 fees and \$1,072,126.04 in non-taxed expenses. Dkt. No. 346; *see also* Dkt. No. 328 (Plaintiff’s
 26 memorandum discussing, inter alia, application of each of the twelve factors from *Kerr v. Screen*
 27 *Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975), and attaching supporting declarations and
 28 detailed time and expense records). The Court’s order reflects a merits-based determination of

1 reasonableness under the governing caselaw and statutory framework.³ That determination was fully
2 contested and was affirmed on appeal by the Ninth Circuit. *Montera*, 2025 U.S. App. LEXIS 1812.

3 Separately, this Court awarded \$928,455.00 in appellate attorneys' fees and \$3,053.39 in
4 non-taxed appellate expenses after Plaintiff successfully defended the judgment on appeal. Dkt. No.
5 381. That order likewise reflects an independent adjudication of reasonableness under the same
6 authority. *Id.* at 2–3 (analyzing Plaintiff's Counsel's evidentiary submissions including detailed
7 billing records, and citing *Bluetooth*, *Hyundai* and other governing authority).

8 The governing standard is well settled. "Where a plaintiff has obtained excellent results, his
9 attorney should recover a fully compensatory fee," and "the most critical factor is the degree of
10 success obtained." *Hensley v. Eckerhart*, 461 U.S. 424, 435–36 (1983). The Court has already
11 applied that standard in contested proceedings, and the principal fee award has been affirmed on
12 appeal.

13 Accordingly, the attorneys' fees and non-taxed expenses requested here are not newly
14 negotiated figures or estimates, nor are they the product of unopposed submissions. They are the
15 result of reasoned judicial determinations following adversarial briefing, one of which has been
16 expressly affirmed by the court of appeals.

17 **B. The Settlement Implements the Fee and Expense Awards**

18 The Settlement in this Action is structured as a satisfaction of the existing judgment and the
19 Court's prior fee, expense, cost, and service award determinations. The Settlement Agreement
20 defines "Attorneys' Fees and Expenses" by reference to the amounts previously awarded by this
21 Court and the Ninth Circuit, together with accrued statutory post-judgment interest through October
22 20, 2025—the date the Settlement Agreement and motion for preliminary approval were filed.

23 The fee component of the Settlement therefore does not arise from bargaining over a
24 percentage of a common fund, a negotiated lodestar multiplier, or a carve-out from class recovery.

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26
27 ³ See Dkt. No. 346 at 2, 6 (applying the lodestar method and evaluating the award under
28 governing Ninth Circuit authority, including *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539
(9th Cir. 2019), *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935 (9th Cir. 2011), and
Moreno v. City of Sacramento, 534 F.3d 1106 (9th Cir. 2008)).

1 Instead, it reflects statutory fee awards that were adjudicated before the Settlement was reached and
2 that remain binding components of this Court's rulings.

3 Because the Settlement effectively satisfies an existing judgment and incorporates this
4 Court's prior fee, expense, cost, and service award orders, the Court's role under Rule 23(h) is to
5 confirm and implement those previously adjudicated amounts in the final approval order. *See Fed.*
6 *R. Civ. P. 23(h); 28 U.S.C. § 1961(a); Friend, 72 F.3d at 1391–92.* Confirming the previously
7 awarded amounts here ensures that the final approval order is consistent with the Court's prior orders
8 and the Ninth Circuit's mandate.

9 **C. The Requested Relief Raises None of the Structural Concerns Associated with**
10 **Common-Fund Fee Motions**

11 Because the requested fees and expenses derive from a fee-shifting statute and have already
12 been adjudicated, this motion does not implicate the structural concerns sometimes associated with
13 common fund settlements. The Court has previously evaluated the award under governing Ninth
14 Circuit authority, including the considerations discussed in *Moreno, Bluetooth, and Hyundai*, and
15 no new structural concerns arise from the Settlement's implementation of those adjudicated
16 amounts.

17 The amounts requested are defined by reference to those prior rulings, and no further
18 percentage-of-the-fund analysis, lodestar cross-check, or multiplier inquiry is required.

19 The same is true of taxed costs, which were awarded through the Rule 54(d)(1) and Federal
20 Rule of Appellate Procedure 39 bill of costs process, and the \$25,000 class representative service
21 award, which the Court previously considered and granted.

22 In sum, this motion seeks entry of an order that confirms and implements the Court's prior
23 adjudications within the framework of the Settlement's judgment-satisfaction structure.

24 **IV. CONCLUSION**

25 The requested attorneys' fees, costs and expenses, and service award have already been
26 adjudicated by this Court under the governing fee-shifting standards, and the principal fee award
27 has been affirmed on appeal. *See Hensley*, 461 U.S. at 435–36. The Settlement implements those
28 adjudications within a judgment-satisfaction framework.

1 For these reasons, Plaintiff respectfully requests that the Court grant this Motion and award
2 attorneys' fees of \$8,713,326.00, reimbursement of costs and expenses of \$1,278,901.92, and a class
3 representative service award of \$28,294.00, in connection with entry of the Final Approval Order.
4 See Dkt. No. 402-2 at Exhibit B (Proposed Final Approval Order), ¶¶ 14–16.

5 Respectfully submitted,

6 Dated: February 25, 2026

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LESLIE E. HURST (178432)
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CERTIFICATE OF SERVICE

I hereby certify that on February 25, 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail Notice List.

Executed on February 25, 2026.

s/ Timothy G. Blood

TIMOTHY G. BLOOD

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