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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MALCOLM GRIFFIN and KARIEM IBRAHIM, each individually and on behalf of all others similarly situated, *Plaintiffs*, v. TEAM GROUP, INC., *Defendant*.	Case No. 2:24-cv-03681-HDV-BFM **UNOPPOSED NOTICE OF MOTION AND MOTION FOR ATTORNEYS' FEES, COSTS, AND INCENTIVE AWARDS** Date: September 3, 2026 Time: 10:00 a.m. Dept: Courtroom 5B Judge: Hon. Hernán D. Vera

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that at 10:00 a.m. on September 3, 2026, in Courtroom 5B of the United States District Court for the Central District of California, located at 350 W. 1st Street, Suite 4311 Los Angeles, CA 90012, Plaintiffs Malcolm Griffin and Kariem Ibrahim will and hereby do move this Court for entry of an order:

1. Awarding $366,667 in attorneys' fees and $19,725.17 in cost reimbursements to Class Counsel;

2. Awarding $5,000 Incentive Awards to the Class Representatives, Malcolm Griffin and Kariem Ibrahim.

This Motion is based on this Notice of Motion and Motion for Attorneys' Fees, Costs, and Incentive Awards; the Declaration of Richard Lyon, filed concurrently herewith; all supporting exhibits filed herewith; all other pleadings and papers filed in this action; and any argument or evidence that may be presented at the hearing in this matter. Plaintiffs shared a copy of this Motion with counsel for Defendant Team Group, Inc. ("Defendant" or "Team Group"), and Defendant's counsel confirmed the Motion is unopposed.

Table of Authorities

Cases

I. Introduction.

As explained in the Motion for Preliminary Approval of the Class Action Settlement (Dkt. 41), the Parties reached a hard-fought resolution to this dispute following arms-length negotiations and a full-day mediation. On April 7, 2026, the Court granted the Motion (Dkt. 47) and preliminarily approved the Parties' class-wide Settlement Agreement ("Agreement", previously filed as Dkt. 41-1), which provides for a $1,100,000 non-reversionary cash Settlement Fund that will be used to make benefit payments to the Settlement Class as defined in the Agreement. *See* Dkt. 41 at 3-5. Class Counsel maintains that the Settlement achieves an excellent result in a challenging case against a formidable adversary and will, at the anticipated claims rate, result in each Settlement Class Member receiving compensation *greater than* their individual damages, as estimated by Plaintiffs' expert. *See id.*

Class Counsel now requests an award of $366,667 in attorneys' fees. Such an award amounts to one third of the Settlement Fund, which is in line with California and Ninth Circuit precedent on reasonable attorneys' fees. *See* Dkt. 41 at 7; Agreement at § 8.1. Class Counsel also seeks reimbursement of $19,725.17 in reasonable litigation and settlement costs. *Id.* Class Counsel further requests $5,000 incentive awards for each Class Representative to compensate them for their service as named Plaintiffs and Class Representatives for the Settlement Class.

As discussed below, Class Counsel believes that its requested fees, costs, and incentive awards are fair, reasonable, and justified considering their work and the results obtained on behalf of the Settlement Class. The Court should award them in full.

II. The Settlement.

As explained in the Motion for Preliminary Approval (Dkt. 41 at 3-5), the Settlement Agreement provides substantial benefits to Settlement Class Members. It requires Team Group to establish a $1,100,000 non-reversionary Settlement Fund, which will be used to make benefit payments to the Settlement Class, as well as to pay notice and administration costs, service awards to the Plaintiffs, and an award of attorneys' fees and costs—as approved by the Court. Agreement §1.31. To receive a benefit payment, a Settlement Class Member must fill out and file a claim form that is approved by the Settlement Administrator. *Id.* at §§1.30-34, 2(b). Settlement Class Members may submit a claim for up to five qualifying purchases without proof of purchase or more than five qualifying purchases with reasonable proof of purchase. *Id.* §2(b). Settlement Class Members whose claims are approved by the designated Settlement Administrator, The Angeion Group ("Angeion"), will receive a pro rata portion of the Net Settlement Fund after the payment of any notice and administration costs, service awards, and attorneys' fees and costs. *Id.*

III. Class Counsel's requested fee award is fair, reasonable, and justified.

The Parties reached this Settlement approximately a year and a half after Plaintiffs filed this lawsuit, and after arms-length negotiation and a full-day mediation. As compensation for their efforts and results, Class Counsel requests $366,667 in attorneys' fees. Class Counsel believes that such an award is in line with California and Ninth Circuit precedent for reasonable fee awards in class actions and each of the factors used to assess attorneys' fees requests, as well as a lodestar cross-check, confirm that the requested fees are reasonable and justified. The Court should award them in full.

A. The Court should primarily rely on the favored percentage-of-the-fund method.

Under both California and Ninth Circuit law, [1] courts have "the discretion to choose between either the lodestar or the percentage-of-fund methods when calculating

[1] In diversity cases, the Ninth Circuit applies state law to determine fees. *See Mangold v. California Pub. Utils. Comm'n*, 67 F.3d 1470, 1478 (9th Cir. 1995). But courts "may still look to federal authority for guidance in awarding attorneys' fees." *Black v. T-Mobile USA, Inc.*, 2019 U.S. Dist. LEXIS 123676, at *14 (N.D. Cal. July 24, 2019).

fees." *Stanger v. China Elec. Motor, Inc.*, 812 F.3d 734, 738 (9th Cir. 2016); *see Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 489 (2016).

"[T]he use of the percentage-of-the-fund method in common-fund cases is the prevailing practice in the Ninth Circuit for awarding attorneys' fees." *In re Apple Inc. Device Performance Litig.*, 2021 U.S. Dist. LEXIS 50546, at *21 (N.D. Cal. Mar. 17, 2021); *see Kaye v. Immunocellular Therapeutics, Ltd.*, 2019 U.S. Dist. LEXIS 201657, at *17 (C.D. Cal. Nov. 19, 2019) (the percentage-of-the-fund method "is typically used when a common fund is created."); *see Lopez v. Youngblood*, 2011 U.S. Dist. LEXIS 99289, at *9 (E.D. Cal. Sep. 1, 2011) (in common fund cases, the "percentage of the available fund analysis is the preferred approach in class action fee requests"). This is because "[t]here are significant benefits to the percentage approach, including consistency with contingency fee calculations in the private market," and "reducing the burden on the courts that a complex lodestar calculation requires." *Tait v. BSH Home Appliances Corp.*, 2015 U.S. Dist. LEXIS 98546, at *34 (C.D. Cal. July 27, 2015). Plus, calculating attorneys' fees as a percentage-of-the-fund "aligns the interests of the counsel and the class, *i.e.,* class counsel directly benefit from increasing the size of the class fund and working in the most efficient manner." *Lopez*, 2011 U.S. Dist. LEXIS 99289, at *9; *see Aichele v. City of L.A.*, 2015 U.S. Dist. LEXIS 120225, at *17 (C.D. Cal. Sep. 9, 2015) ("It is well recognized that attorneys' fees should be aligned with those of the class, which is best accomplished by awarding a percentage of the fund in the normal contingent fee range.").

The lodestar method, in contrast, is primarily used "when 'there is no way to gauge the net value of the settlement or of any percentage thereof.'" *Arthur v. Sallie Mae, Inc.*, 2012 U.S. Dist. LEXIS 132061, at *3 (W.D. Wash. Sep. 17, 2012) (*quoting Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998)); *see Ahmed v. HSBC Bank United States*, 2019 U.S. Dist. LEXIS 222750, at *17 (C.D. Cal. Dec. 30, 2019) ("The lodestar method is typically utilized when the relief obtained is 'not easily monetized.'"). And it is disfavored in common fund cases because "the lodestar method increases the amount of fee litigation," "lacks objectivity," and "can result in churning, padding of hours, and inefficient use of resources." *Lopez*, 2011 U.S. Dist. LEXIS 99289, at *11. Thus, while courts may choose to apply a lodestar cross-check, the lodestar method is disfavored as a primary method in common fund settlements.

Here, the primary relief provided by the Settlement is an easily quantifiable $1,100,000 Settlement Fund. Thus, the Court should follow the prevailing practice and primarily evaluate the fee request as a percentage of the Settlement Fund established for the benefit of the Settlement Class.

B. The requested fee is in line with California and Ninth Circuit precedent for fees, and is presumptively reasonable.

In this Circuit, "it is well-established that 25% of a common fund is a presumptively reasonable amount of attorneys' fees." *McShan v. Hotel Valencia Corp.*, 2021 U.S. Dist. LEXIS 69558, at *2 (N.D. Cal. Apr. 9, 2021). But the presumptively reasonable 25% is a "starting point for analysis," and the selected rate must "take into account all of the circumstances of the case." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048 (9th Cir. 2002). In "most common fund cases, the award exceeds that benchmark." *In re Omnivision Techs.*, 559 F. Supp. 2d 1036, 1047 (N.D. Cal. 2007); *Pokorny v. Quixtar, Inc.*, No. C 07-0201 SC, 2013 U.S. Dist. LEXIS 100791, *4 (N.D. Cal. July 18, 2013) (same).

Both California courts and Ninth Circuit district courts routinely award attorneys' fees of approximately one-third of the common fund when, like here, Class Counsel achieves a favorable result for Settlement Class Members. *See Medoff v. Minka Lighting, LLC*, No. 2:22-cv-08885-HDV, 2024 U.S. Dist. LEXIS 235592, at *2-5 (C.D. Cal. July 10, 2024) ("Class Counsel's fee request of … one-third of the Settlement Fund" "is appropriate" and "reasonable"); *Spitzer v. Flexon*, No. 2:23-cv-08659-HDV (MARx), 2025 U.S. Dist. LEXIS 232356, at *14 (C.D. Cal. Nov. 24, 2025) (Vera, J.) ("The Court hereby awards Lead Counsel attorneys' fees in the amount of 33% of the [s]ettlement [f]und"); *Testone v. Barlean's Organic Oils, LLC*, No. 3:19-cv-00169-RBM-BGS, 2023 U.S. Dist. LEXIS 37308, at *18 (S.D. Cal. Mar. 6, 2023) (awarding one-third of the common fund in product mislabeling case) (listing like cases); *Tan v. Quick Box, LLC*, 2025 U.S. Dist. LEXIS 127287, at *25 (S.D. Cal. July 3, 2025) (awarding one-third of the common fund); *Perez v. Merit Aluminum*, 2022 Cal. Super. LEXIS 93917, at *10-11 (Cal. Super. Ct. Apr. 6, 2022) (observing that "most fees [in class actions] appear to fall in the range of nineteen to forty-five percent" and awarding class counsel fees of 35% of settlement fund, *i.e.*, $612,500 of $1,750,000).

Here, the percentage of the Settlement Fund sought by Class Counsel is in line with what California and Ninth Circuit precedent deems reasonable: one third of the non-reversionary cash Settlement Fund, *i.e.,* $366,667 of $1,100,000.[2] And, as explained below, each of the relevant factors, including Class Counsel's lodestar, confirm that this award is fair and reasonable.

C. The relevant factors considered by courts each confirm that the fee request is reasonable.

In considering the reasonableness of a fee award, courts in this Circuit regularly look to five factors: "(1) the results achieved for the class; (2) the complexity of the case and the risk of and expense to counsel of litigating it; (3) the skill, experience, and performance of counsel (both sides); (4) the contingent nature of the fee; and (5) fees awarded in comparable cases." *In re Cathode Ray Tube (CRT) Antitrust Litig.*, 2016 U.S. Dist. LEXIS 102408, at *62 (N.D. Cal. Aug. 3, 2016) (*citing Vizcaino*, 290 F.3d at 1048-49; *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941-42 (9th Cir. 2011)).

Here, each of the factors supports Class Counsel's fee request.

[2] Notice and administration costs, which come out of the $1,100,000 common fund, are properly counted as part of the settlement benefit for purposes of calculating fees under the common fund doctrine. *See Broomfield v. Craft Brew All., Inc.*, 2020 U.S. Dist. LEXIS 74801, at *80 (N.D. Cal. Feb. 5, 2020) (to calculate the value of a settlement for purposes of evaluating fees, "the Ninth Circuit and courts in this district have included attorneys' fees, settlement administration costs, and litigation expenses" in the total value).

1. The Settlement achieves an excellent result for the Settlement Class.

"The overall result and benefit to the class from the litigation is the most critical factor in granting a fee award." *In re Omnivision Techs*., 559 F. Supp. 2d at 1046. Here, the Settlement provides relief to the Settlement Class.

As explained above and in the Motion for Preliminary Approval, which the Court granted on April 7, 2026 (Dkt. 41, 47), the Settlement Agreement provides for Defendant to establish a $1,100,000 non-reversionary Settlement Fund to make benefit payments to the Settlement Class, and to pay notice and administration costs, service awards to the Plaintiffs, and attorneys' fees and costs as approved by the Court. Agreement §1.31. The Settlement Fund will put cash directly in the hands of Settlement Class Members who timely submit claims in the manner specified and whose claims are approved by Angeion, the Court appointed Settlement Administrator. Dkt. 41 at 3-4. Under the of the Agreement, each Settlement Class Member who makes an approved claim will receive a pro rata portion of the Net Settlement Fund based on the number of products they purchased. *Id*., terms §2(b). Notably, there is no cap on the number of purchases a Settlement Class Member may make a claim for, so long as they provide reasonable proof of purchase for any claims over five products. *Id*. Settlement Class Members may file a claim for up to five products without providing any proof of purchase. *Id.*

Ultimately, as explained in Plaintiffs' Motion for Preliminary Approval (Dkt. 41), the estimated payment to Settlement Class Members under the Settlement Agreement (based on the anticipated claims rate of 2.34%) is approximately $12.92 per purchase, which *exceeds* the upper end price premium damages ($12.69 per purchase) and is approximately double the midpoint price premium damages ($6.35 per purchase) that Plaintiffs could potentially prove at trial. *See* Dkt. 41 at 4-5 (explaining this, with the help of expert analysis). This is an excellent outcome for the Settlement Class, especially in light of the sizable "risk[s]" that with "continued litigation," "Plaintiff[s] and the class will receive nothing." *Koeppen v. Carvana, LLC*, 2024 U.S. Dist. LEXIS 81686, at *18 (N.D. Cal. May 3, 2024).

Also, while the foregoing numbers can differ depending on the final claims rate, the total Settlement amount ($1.1 million) is approximately 11.5% of the total potential recovery ($9.53 million, assuming the same midpoint price premium) if Plaintiffs were to succeed completely in this litigation.[3] This is well within the range of successful class settlements approved in this Circuit. *See e.g*., *Maciel v. Bar 20 Dairy, LLC*, 2021 U.S. Dist. LEXIS 87242, at *16-19 (E.D. Cal. May 5, 2021) (approval of settlement representing about 3% of the potential recovery); *Perez v. CVS Health Corp.*, 2021 U.S. Dist. LEXIS 110216, at *17-20 (E.D. Cal. June 11, 2021) (approval of settlement representing about 2.5% of the class's potential recovery); *Fitzhenry-Russell v. Coca-Cola Co*., 2019 U.S. Dist. LEXIS 200701, at *8 (N.D. Cal. June 13, 2019) (preliminary approval of a $2.45 million settlement fund, finding it reasonable compared to the $58 million potential damages given the risks of trial).

2. The case presented significant risks.

"The risk that further litigation might result in no recovery is a 'significant factor' in assessing the fairness and reasonableness of an award of attorneys' fees." *Bravo v. Gale Triangle, Inc.*, 2017 U.S. Dist. LEXIS 77714, at *46 (C.D. Cal. Feb. 16, 2017); *see Vizcaino*, 290 F.3d at 1048 ("Risk is a relevant circumstance" in determining an attorney fee award). Here, the litigation presented a number of significant obstacles that created a real risk that Settlement Class Members would receive no recovery (and thus, that Class Counsel would engage in substantial litigation without receiving any compensation for their efforts).

The Parties began discussing resolution of the matter in March 2025, and continued this conversation over several months, during which time they exchanged informal discovery and presented arguments on the merits and class certification. Dkt.

[3] ($6.35 price premium per purchase) x (1.5 million qualifying purchases, Dkt. 41-2, ¶13) = $9.53 million potential recovery.

41-2, ¶9. Class Counsel has litigated substantially similar cases against two much larger DRAM manufacturers: G. Skill and Corsair.[4] During these litigations, they developed expert reports detailing aspects of how Plaintiffs were prepared to present their case against Defendant, including reports from marketing expert Thomas Maronick (on consumer confusion), Professor Kevin Almeroth (on underlying DRAM and overclocking technology), and economist Colin Weir (presenting a conjoint analysis to measure price premium damages). *Id*. Defendant also disputed (and continues to expressly dispute and deny) Plaintiffs' claims, contentions, and any actual or potential charges of wrongdoing or liability of any kind or that Plaintiffs or any putative class member has been damaged. Defendant presented numerous compelling arguments, defenses, and facts, including responses to the arguments and theories presented in the expert reports. Dkt. 41 at 2-3. This included factual and legal support for its positions on the truthfulness and nondeceptive nature of its advertising and labeling, that consumers were not misled or injured, and variation across its marketing materials that could preclude certification of a class. *Id*. at 15-17. Moreover, Class Counsel is well aware of these risks, having extensively litigated substantially similar cases against larger DRAM manufacturers, G.Skill and Corsair, for several years. *Id*., ¶7.

The next steps in the case would have required Plaintiffs to expend tremendous time and expense, and face additional risk, to successfully certify a class, defeat potential summary judgment motions, win at trial, and potentially beat back appeals, to obtain any recovery whatsoever. *See Bakhtiar v. Info. Res., Inc*., 2020 U.S. Dist. LEXIS 258600, at *26 (N.D. Cal. Aug. 4, 2020) ("[C]ontinued litigation carries significant risk and could result in no recovery for the settlement classes [and] would require investing additional time and resources on discovery, class certification, dispositive and discovery motions, trial, and appeals."); *Larsen v. Trader Joe's Co*.,

[4] Both cases resulted in approved settlements substantially similar to the Team Group Settlement. Dkt. 41-2, ¶24, Ex. C (Corsair final approval), Ex. D (G.Skill preliminary approval).

2014 U.S. Dist. LEXIS 95538, at *12 (N.D. Cal. July 11, 2014) ("[S]ettlement is favored where, as here, significant procedural hurdles remain, including class certification and an anticipated appeal."). And Class Counsel recognized and weighed these risks appropriately in negotiating this Settlement.

In short, Class Counsel believes that it took a risky case and turned it into an excellent outcome for the Settlement Class. This weighs in favor of awarding Class Counsel's fee request in full.

3. The Settlement Class benefited from Class Counsel's work and significant expertise.

The "prosecution and management of a complex national class action requires unique legal skills and abilities." *In re Omnivision Techs.*, 559 F. Supp. 2d at 1047. Accordingly, courts consider Class Counsels' experience with and expertise in complex litigation, and consumer class actions in particular, when evaluating fees. *See, e.g.*, *In re Apple*, 2021 U.S. Dist. LEXIS 50546, at *30-31 ("Class Counsel's skill and the quality of their work also favor a fee award."); *Alvarez v. Farmers Ins. Exch.*, 2017 U.S. Dist. LEXIS 119128, at *8 (N.D. Cal. Jan. 17, 2017) ("Class Counsel's expertise and experience indicate that the requested fees are appropriate.").

Here, Class Counsel believes that it has substantial experience with complex class actions and has served as counsel for classes of plaintiffs in a variety of cases. Dkt. 41-2, ¶¶4-7. In particular, Class Counsel has considerable experience representing consumers in deceptive advertising cases, including actions involving similar allegations related to DRAM products. *Id.* ¶7. This experience bolstered Class Counsel's ability to successfully litigate and settle this case.

In addition, Class Counsel maintains that it has dedicated substantial time, effort, and resources to this case, and performed skillfully throughout. *See* § III(D) below (Class Counsel has so far spent 252.94 hours on this litigation). Class Counsel thoroughly investigated the potential claims before filing this case; prepared and filed multiple comprehensive and detailed complaints; prepared for and attended an all-day mediation; negotiated this excellent Settlement; and is currently overseeing administration efforts of the Settlement. Declaration of Richard Lyon ("Lyon") ¶¶7-9; *see Defrees v. Kirkland*, 2018 U.S. Dist. LEXIS 125462, at *14 (C.D. Cal. July 26, 2018) ("[T]he quality of Class Counsel's work is evidenced by the favorable settlement achieved."). Class Counsel maintains that it worked diligently and effectively on behalf of the Settlement Class, and Class Counsel's demonstrated skill and conscientiousness supports the requested fee award.

In addition to Class Counsel's performance, courts also consider "the quality of opposing counsel as a measure of the skill required to litigate the case successfully." *In re Apple*, 2021 U.S. Dist. LEXIS 50546, at *31; *In re Animation Workers Antitrust Litig.*, 2016 U.S. Dist. LEXIS 156720, at *26 (N.D. Cal. Nov. 11, 2016) ("The quality of opposing counsel should also be considered."). Here, Defendant has been represented throughout the litigation by a team of attorneys at a leading international law firm, Steptoe LLP, led by Julia Strickland who has been recognized as one of the best litigators in the country.[5]

In short, Class Counsel believes that its skill and quality of work weigh in favor of awarding Class Counsel's fee request in full.

4. Class Counsel took this case on a contingency basis and has borne significant financial burdens.

"The contingent nature of [] representation bears on the overall fairness and reasonableness of a fee request." *Zubia v. Shamrock Foods Co.*, 2017 U.S. Dist. LEXIS 223446, at *46 (C.D. Cal. Dec. 21, 2017). And, "[t]he risk that counsel will not recover, as well as the financial burden accompanying the contingent nature of the representation, may justify a higher percentage fee award." *Id.*; *see In re Omnivision Techs.*, 559 F. Supp. 2d at 1047 ("The importance of assuring adequate representation for plaintiffs who could not otherwise afford competent attorneys justifies providing

[5] https://www.steptoe.com/en/news-publications/the-los-angeles-business-journal-names-julia-strickland-to-la500-2026-list.html

those attorneys who do accept matters on a contingent-fee basis a larger fee than if they were billing by the hour or on a flat fee.”).

Here, “Class Counsel litigated the case on a contingency basis, which necessarily presented considerable risk.” *Schiller v. David’s Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776, at *51 (E.D. Cal. June 11, 2012). Thus, “[t]he requested award also is justified in light of the significant risks that counsel undertook in litigating this action on a contingency basis.” *Bakhtiar v. Info. Res., Inc.*, 2021 U.S. Dist. LEXIS 192303, at *23 (N.D. Cal. Feb. 10, 2021). Indeed, Class Counsel has yet to receive payment for any of their work on this case. Lyon ¶15. And, in addition to the substantial time dedicated to litigating the case, Class Counsel has borne meaningful out-of-pocket expenses, including service and mediator fees. *Id*. ¶21. And there was no guarantee that Class Counsel would ever receive reimbursement for those costs, or compensation for its work. This weighs in favor of granting the fee request in full. *See In re Omnivision Techs.*, 559 F. Supp. 2d at 1047.

5. Courts in comparable cases have awarded similar fees.

As detailed above, both California courts and Ninth Circuit district courts routinely award attorneys’ fees of approximately one-third of the common fund in comparable cases. *See supra* Section III(B) (listing cases).

D. A lodestar cross-check supports the reasonableness of the requested fee.

After applying the percentage method to assess attorneys’ fees, courts have the discretion to “confirm an award’s reasonableness through a lodestar cross-check.” *Hefler v. Wells Fargo & Co.*, 2018 U.S. Dist. LEXIS 213045, at *38 (N.D. Cal. Dec. 17, 2018); *cf. Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1126 (9th Cir. 2020) (courts have discretion not to perform a cross-check). “When a court uses the lodestar as a crosscheck of a percentage claim of fees, it need only make a ‘rough calculation.’” *Acosta v. Evergreen Moneysource Mortg. Co.*, 2019 U.S. Dist. LEXIS 198728, at *42-43 (E.D. Cal. Nov. 14, 2019); *see In re Toys “R” Us-Del., Inc.- Fair & Accurate*

Credit Transactions Act (FACTA) Litig., 295 F.R.D. 438, 460 (C.D. Cal. 2014) ("In cases where courts apply the percentage method to calculate fees, they should use a rough calculation of the lodestar as a cross-check to assess the reasonableness of the percentage award."). And a "district court may rely on attorney fee summaries rather than actual billing records." *Alston v. NCAA (In re NCAA Ath. Grant-in-Aid Cap Antitrust Litig.)*, 768 Fed. Appx. 651, 654 (9th Cir. 2019).

"Multipliers are expected in successful class action litigation" because the "purpose of [a] multiplier is to account for the risk Class Counsel assumes when they take on a contingent-fee case." *Herrera v. Cty. of L.A*., No. CV 22-1013-HDV-PDx, 2026 U.S. Dist. LEXIS 38001, at *6-7 (C.D. Cal. Feb. 23, 2026) (Vera, J.). Also, "multipliers are especially appropriate where, as here, targeted litigation results in early settlement with excellent benefits to the class." *Id*. (approving a multiplier of 4.74). This is because counsel should be rewarded, not penalized, for using "their diligence and experience" to obtain "a strong settlement with focused efforts at the investigative and early stages of the litigation," and "reducing their award because Class Counsel settled quickly would punish counsel for a strong and efficient result." *Id*. (cleaned up) (quotations omitted).

Here, Class Counsel used their diligence and experience in litigating cases involving similar allegations regarding DRAM products to focus on the key issues and achieve a relatively early settlement with excellent results for the Settlement Class. Class Counsel has so far spent 252.94 hours on this litigation and Settlement. Lyon ¶15; *id*., Ex. 1 (detailing the types of necessary tasks completed on behalf of the Settlement Class). And the total lodestar for this work is $204,625—which does not account for the future work that Class Counsel will need to undertake to carry out this Settlement. Lyon ¶15; *see In re Volkswagen "Clean Diesel" Mktg., Prods. Liab. Litig*., 746 Fed. Appx. 655, 659 (9th Cir. 2018) ("The district court did not err in including projected time in its lodestar cross-check; the court reasonably concluded that class counsel would, among other things, defend against appeals and assist in implementing the settlement”). Class Counsel’s requested fee of $366,667 results in a modest lodestar multiplier of about 1.79, which supports the reasonableness of the fee award. Lyon ¶15. Such a multiplier is on the low end of what is considered reasonable in this Circuit. And courts in this Circuit routinely approve multipliers that are much higher than Class Counsel’s. *See, e.g.*, *Steiner v. Am. Broad. Co.*, 248 Fed. Appx. 780, 783 (9th Cir. 2007) (affirming a fee award with a 6.85 multiplier); *Perez v. Rash Curtis & Assocs.*, 2020 U.S. Dist. LEXIS 68161, at *62 (N.D. Cal. Apr. 17, 2020) (awarding lodestar multiplier of between 13.42-18.15 and noting that this was “within the surveyed acceptable range in the Ninth Circuit”); *Herrera*, 2026 U.S. Dist. LEXIS 38001, at *6-7 (approving $9,000,000 in fees, representing a 4.74 multiplier); *Craft v. Cnty. of San Bernardino*, 624 F. Supp. 2d 1113, 1125 (C.D. Cal. 2008) (approving $6,375,000 in fees, representing a 5.2 multiplier); *Buccellato v. AT&T Operations, Inc.*, 2011 U.S. Dist. LEXIS 85699, at *4-5 (N.D. Cal. June 30, 2011) (approving $3,125,000 in fees, representing a 4.3 multiplier, and collecting cases).

In any event, Class Counsel believes that its success in securing an excellent outcome for the Settlement Class, despite bearing significant risks, supports an upward lodestar multiplier in this case. This Court has discretion to apply a multiplier to account for various factors, “including the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented.” *Lealao v. Beneficial Cal., Inc.*, 82 Cal. App. 4th 19, 26 (Ct. App. 1st Dist. 2000); *see Miller v. Ghiradelli Chocolate Co.*, 2015 U.S. Dist. LEXIS 20725, at *18 (N.D. Cal. Feb. 20, 2015) (citing the *Lealao* factors with approval). And, as discussed above, Class Counsel secured this excellent Settlement despite facing significant risks in the litigation process. So, Class Counsel’s lodestar multiplier of 1.79 is especially appropriate given the risks borne in litigating this case on a contingency basis, the complex issues navigated, and the successful outcome achieved.

Class Counsel has provided the hourly rates for every person who worked on the litigation. Lyon ¶15, Ex. 1. These rates are well within the range of prevailing market rates charged by attorneys of similar experience, skill, and expertise in the Los Angeles, California area—where Class Counsel is located—and other major legal markets. *Id*. ¶¶16-18 (providing example cases and articles discussing billing rates). In fact, comparable, and often higher, hourly rates have been found reasonable for reasonably comparable services. *See, e.g.*, *Owlink Tech., Inc. v. Cypress Tech. Co., Ltd*., 2023 U.S. Dist. LEXIS 231847, at *8 (C.D. Cal. Dec. 12, 2023) (finding hourly rates of $1,200 for partners and $900 for associates reasonable); *Yun-Fei Lou v. Am. Honda Motor Co.*, 2025 U.S. Dist. LEXIS 89346, at *26 (N.D. Cal. May 9, 2025) (finding hourly rates up to $1,275 reasonable for partners, and hourly rates up to $775 reasonable for non-partner and non-counsel attorneys); *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig.*, 2017 U.S. Dist. LEXIS 39115, at *732 (N.D. Cal. Mar. 17, 2017) (finding reasonable rates of up to $1,600 for partners, $790 for associates, and $490 for paralegals); *Carlotti v. Asus Comput. Int'l*, 2020 U.S. Dist. LEXIS 108917, at *15-16 (N.D. Cal. June 22, 2020) (finding partner rates up to $1,025 and rates between $450 to $900 for other attorneys reasonable); *In re High-Tech Emple. Antitrust Litig*., 2015 U.S. Dist. LEXIS 118052, at *33-34 (N.D. Cal. Sep. 2, 2015) (awarding attorneys' fees that ranged from $310 to $800 for associates, and partners rates from $480 to $975).

* * *

In short, Class Counsel believes that its fees request is easily justified as a percentage of the Settlement Fund, and the reasonableness of the request is confirmed by consideration of all relevant factors, including Class Counsel's lodestar.

IV. The requested costs were reasonably incurred for the prosecution and settlement of this litigation, and should be reimbursed in full.

"An attorney who has created a common fund for the benefit of the class is entitled to reimbursement of reasonable litigation costs from that fund." *Smith v. Keurig Green Mt., Inc.*, 2023 U.S. Dist. LEXIS 32327, at *29 (N.D. Cal. Feb. 27, 2023). In other words, Class Counsel is entitled to recover "those out-of-pocket expenses that would normally be charged to a fee paying client." *Elder v. Hilton Worldwide Holdings, Inc.*, 2021 U.S. Dist. LEXIS 204099, at *26 (N.D. Cal. Feb. 4, 2021). "The prevailing view is that expenses are awarded in addition to the fee percentage." *Perez*, 2020 U.S. Dist. LEXIS 68161, at *64 (citation omitted); *see, e.g.*, *Hubbard v. Henkel Corp.*, 2022 U.S. Dist. LEXIS 248140, at *14 (N.D. Cal. July 25, 2022) (awarding fees, plus expenses); *Smith*, 2023 U.S. Dist. LEXIS 32327, at *27-29 (same); *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 601-02 (N.D. Cal. 2020) (same).

Here, Class Counsel has incurred a total of $19,725.17 in out-of-pocket litigation and settlement expenses. Lyon ¶21, Ex. 4. These expenses, which are itemized in the Lyon Declaration, include necessary fees (including translation services) for preparation and service of letters rogatory, fees for a well-regarded mediator, and other customary litigation expenses. *Id*. These costs are the type of expenses normally charged to fee paying clients and reflect the types of costs that courts routinely approve for reimbursement in class actions. *See, e.g.*, *Schneider*, 336 F.R.D. at 602 (awarding $636,556.28 in costs); *Thomas v. Magnachip Semiconductor Corp*., 2018 U.S. Dist. LEXIS 82801, at *13-14 (N.D. Cal. May 15, 2018) (approving costs totaling $795,401.42). Class Counsel's expenses were reasonably necessary to litigate and resolve this action. The Court should approve the $19,725.17 reimbursement in full.

V. The requested incentive awards are reasonable and should be approved.

Incentive awards "are fairly typical in class action cases." *Rodriguez v. W. Publ'g Corp*., 563 F.3d 948, 958 (9th Cir. 2009). In the Ninth Circuit, incentive awards to Class Representatives "typically range from $2,000 to $10,000." *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 267 (N.D. Cal. 2015). And a "request of $5,000 is reasonable as that amount is the presumptive incentive award." *In re Chrysler-Dodge-Jeep EcoDiesel Mktg., Sales Practices, & Prods. Liab. Litig.*, 2019 U.S. Dist. LEXIS 21990, at *50 (N.D. Cal. Feb. 11, 2019); *see Dyer v. Wells Fargo Bank, N.A.*, 303

F.R.D. 326, 335 (N.D. Cal. 2014) (noting that "$5,000 is presumptively reasonable" for an incentive award). Here, Plaintiffs request presumptively reasonable incentive awards of $5,000 each.

The $5,000 incentive awards are particularly justified here given Plaintiffs' diligent efforts on behalf of the Settlement Class. Both Plaintiffs spent significant time on this case: consulting on the drafting of the complaints and reviewing before filing; gathering relevant documents; consulting with Class Counsel before mediation; being available by telephone during the mediation and discussing the mediation with Class Counsel; evaluating and agreeing to the classwide resolution; and reviewing and agreeing to the Settlement Agreement. Dkt. 41-4 (Griffin Decl.), ¶7; Dkt. 41-5 (Ibrahim Decl.) ¶7. They remained informed and were diligent in responding to Class Counsel throughout every stage of the case, including settlement. *Id*. Thus, $5,000 awards are more than warranted in view of Plaintiffs' substantial efforts in this case and the results obtained.

VI. Conclusion.

In short, Plaintiffs and Class Counsel believe that they obtained an excellent result for the Settlement Class. They should be awarded the requested fees, costs, and incentive awards in full.

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Respectfully submitted,

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Certification of Compliance

The undersigned, counsel of record for Plaintiffs, certifies that this brief contains 5,113 words, which complies with the word limit of L.R. 11-6.1.

Dated: June 3, 2026

By: */s/ Richard Lyon*
Richard Lyon