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

18 JUSTIN LYTLE and CHRISTINE
19 MUSTHALER,

20 Plaintiffs,

21 vs.

22 NUTRAMAX LABORATORIES,
23 INC. and NUTRAMAX
24 LABORATORIES VETERINARY
SCIENCES, INC.,

25 Defendants.
26

Case No.: 5:19-cv-00835-FMO (SPx)

**PLAINTIFFS' NOTICE OF
MOTION AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
CLASS REPRESENTATIVE
SERVICE AWARDS**

Judge: Hon. Fernando M. Olguin

Date: August 13, 2026

Time: 10:00 a.m.

Courtroom: 6D, 6th Floor

NOTICE OF MOTION

PLEASE TAKE NOTICE THAT on August 13, 2026, at 10:00 a.m., or as soon thereafter that the matter may be heard, in the Courtroom of the Honorable Fernando M. Olguin of the United State District Court for the Central District of California, located in Courtroom 6D on the 6th Floor, 350 W. 1st Street, Los Angeles, CA 90012, Plaintiffs Justin Lytle and Christine Musthaler (“Plaintiffs”) will and hereby do move, pursuant to Federal Rule of Civil Procedure 23, this Court for an Order (1) granting Class Counsel’s requested attorneys’ fees and reimbursement of litigation costs and expenses in the amount of \$3,795,000, and (2) granting service awards to each of the named Plaintiffs, who were preliminarily appointed Class Representatives, in the amount of \$7,500 each (totaling \$15,000).¹ As discussed more fully in the attached Memorandum of Points and Authorities and the accompanying Declarations of Adam A. Edwards, Matthew D. Schultz, and Daniel L. Warshaw, the Parties negotiated a Settlement, which this Court preliminarily approved, ECF No. 218 (the “Preliminary Approval Order”), that provides substantial compensation to consumers who purchased Cosequin® canine joint health supplements developed, manufactured, and sold by Defendants Nutramax Laboratories, Inc. and Nutramax Laboratories Veterinary Sciences, Inc. (collectively, “Nutramax”). Plaintiffs have alleged in their Complaint that the Cosequin® Products (defined herein) make incomplete, inaccurate, and misleading claims, allegations that Nutramax denies. In recognition of their services, time, and effort over the nearly seven years of this Action and the risks borne throughout this complex litigation, Class Counsel seek \$3,409,054.03 in attorneys’ fees and

¹ Plaintiffs also intend to seek an Order granting final approval of the class Settlement, which was preliminarily approved on February 2, 2026. ECF No. 218. Pursuant to that Order, Plaintiffs will submit their Motion for Final Approval on or before July 13, 2026. *Id.* at ¶ 9.

1 \$385,945.97 in costs (collectively, \$3,795,000). The Parties discussed attorneys'
2 fees only after they had completed negotiations of the terms of the Settlement
3 during a mediation overseen by the Honorable David Duncan (Ret.). Further, in
4 recognition of each named Plaintiff's time and efforts in this litigation, Plaintiffs
5 and Class Counsel seek service awards for both named Plaintiffs. The Parties
6 negotiated the requested service awards only after negotiations of the terms of the
7 Settlement and benefits to the putative Class Members had concluded.

8 Thus, in this Motion, which Nutramax does not oppose, Plaintiffs
9 respectfully request that the Court grant Class Counsel's request for \$3,409,054.03
10 in attorneys' fees and \$385,945.97 in costs, and grant each named Plaintiff a
11 service award of \$7,500 (totaling \$15,000).

12
13
14 Dated: April 23, 2026

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Cases

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 25 (C.D. Cal. Aug. 6, 2021) 4, 7

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1 *Newton v. Equilon Enterprises, LLC,*
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7 *Radcliffe v. Experian Info. Sols., Inc.,*
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 After nearly seven years of hotly contested litigation against Nutramax,
4 Plaintiffs and Class Counsel secured prospective label changes and a non-
5 reversionary \$11,500,000 common fund Settlement which provides up to \$25.00
6 per Cosequin® Product purchased and up to \$150.00 total for multiple Cosequin®
7 Products² purchased. As Plaintiffs allege, the Cosequin® Products, which are
8 marketed as canine joint health supplements containing glucosamine, chondroitin,
9 and other ingredients, make “incomplete and inaccurate claims” because they “are
10 refuted by peer-reviewed, randomized, controlled clinical trials.” Compl., ¶¶ 1, 5;
11 *see also* ECF No. 146, at 2. Plaintiffs claim that these alleged misrepresentations
12 caused Plaintiffs and other California consumers to overpay for the Cosequin®
13 Products, allegations that Nutramax has and continues to deny.

14 The legal and factual issues raised in this case are novel and complex, and
15 the case has been hard fought. After mediating this case before the Honorable
16 David Duncan (Ret.), the Parties agreed to resolve these disputed claims with the
17 non-reversionary, common fund Settlement that provides substantial relief to Class
18 Members. Delivering this relief has been a labor-intensive and risky undertaking.
19 Plaintiffs fully briefed and overcame two motions to dismiss and a separate motion
20 to dismiss national class allegations before engaging in extensive discovery. This
21 discovery included the exchange of requests for production, interrogatories,
22

23 ² “Cosequin® Products” include: Cosequin® DS Maximum Strength Chewable
24 Tablets; Cosequin® DS Maximum Strength Plus MSM Chewable Tablets;
25 Cosequin® DS Maximum Strength Plus MSM Soft Chews; Cosequin® Maximum
26 Strength Plus MSM Chewable Tablets; Cosequin® with MSM Chewable Tablets;
27 Cosequin® Maximum Strength Plus MSM Soft Chews; and Cosequin® with
28 MSM Soft Chews.

1 requests for admission, third-party discovery (both written and by deposition), 21
2 fact and expert depositions, and the arduous and time intensive review of thousands
3 of pages of highly scientific documents (including review of document productions
4 by Nutramax and review of extensive published literature). Declaration of Adam
5 A. Edwards (“Edwards Decl.”) ¶¶ 8-13 (attached as **Exhibit 1**). The Parties also
6 engaged in significant expert discovery on the issues of liability and damages.
7 Specifically, Class Counsel prepared for and defended four expert depositions and
8 took seven depositions of Nutramax’s experts. *Id.* ¶ 13. Class Counsel successfully
9 defeated Nutramax’s two motions to exclude Plaintiffs’ experts. *Id.* ¶ 14. Plaintiffs
10 fully briefed their motion for class certification and were successful in obtaining
11 certification for a class of California consumers. *Id.*; *see also* ECF No. 146.
12 Nutramax sought to appeal the Court’s class certification under Rule 23(f), which
13 the Ninth Circuit agreed to consider. Edwards Decl. ¶ 17; ECF No. 147. Following
14 briefing and argument on appeal, the Ninth Circuit affirmed class certification.
15 Edwards Decl. ¶ 17; ECF Nos. 157, 160.

16 Indeed, over the last several years, Class Counsel have invested a total of
17 4,040.5 hours of time and incurred out-of-pocket costs for necessary litigation
18 expenses of \$385,945.97. Edwards Decl. ¶¶ 58, 63. Notably, Class Counsel
19 expended substantial time and costs all at great risk, as they represented Plaintiffs
20 and the Class on a contingency basis, agreeing to bear all costs until and only if a
21 beneficial resolution was reached and to fully bear the risk of loss, should no
22 successful resolution be achieved. Despite these risks and the substantial workload
23 they bore, Class Counsel worked diligently to serve Plaintiffs’ and the Class
24 Members’ interests and ultimately achieved an exceptional Settlement that
25 provides meaningful relief to Class members.

26 This Settlement was preliminarily approved by the Court on February 2,
27

1 2026. Order, ECF No. 218 (the “Preliminary Approval Order”).³ The Court
2 preliminarily appointed Plaintiffs as Class Representatives and their counsel as
3 Class Counsel. *Id.* ¶¶ 2, 3. Now, based upon their substantial work performed over
4 the past nearly seven years of litigation, the risks borne during litigation, and the
5 exceptional results obtained on behalf of Plaintiffs and Class Members, Class
6 Counsel seek \$3,409,054.03 in attorneys’ fees and \$385,945.97 in costs, to be paid
7 from the Settlement fund. Moreover, based on Plaintiffs’ effort and time devoted
8 to this case on behalf of putative Class Members, Class Counsel also seek service
9 awards for the named Plaintiffs in the amount of \$7,500 each (totaling \$15,000),
10 which the Court has preliminarily approved. As explained more fully below and in
11 Class Counsel’s accompanying Declarations⁴ these requested fees, expenses, and
12 service awards are reasonable, fair, adequate, and justified, particularly in light of
13 the effort expended throughout this case, the risks undertaken during litigation, and
14 the superb results obtained on behalf of Plaintiffs and Class Members.

15 **II. ARGUMENT**

16 **A. The Court Should Grant Class Counsel’s Requested Fees and**
17 **Costs.**

18 “In a certified class action, the court may award reasonable attorney’s fees
19 and nontaxable costs that are authorized by law or by the parties’ agreement.” Fed.
20 R. Civ. P. 23(h). “[C]ourts have an independent obligation to ensure that the award,
21

22 ³ Unless otherwise specifically defined herein, all capitalized terms shall have the
23 same meanings as those set forth in the parties’ Settlement Agreement, ECF No.
24 213-2.

25 ⁴ Included with this Motion are the Declaration of Adam A. Edwards (“Edwards
26 Decl.”) (attached as **Exhibit 1**), the Declaration of Matthew D. Schultz (“Schultz
27 Decl.”) (attached as **Exhibit 2**), and the Declaration of Daniel L. Warshaw
28 (“Warshaw Decl.”) (attached as **Exhibit 3**).

1 like the settlement itself, is reasonable, even if the parties have already agreed to
2 an amount.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th
3 Cir. 2011). For common fund settlements, courts may employ two methods for
4 calculating a reasonable attorneys’ fee: the lodestar method or the percentage-of-
5 recovery method. *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 992
6 (9th Cir. 2010).

7 “Under the lodestar method, the court multiplies the number of reasonable
8 hours expended by a reasonable hourly rate.” *Hogue v. Verizon Bus. Network*
9 *Services, LLC*, No. 22-0852, 2024 WL 6888665, at *6 (C.D. Cal. June 10, 2024)
10 (Olguin, J.). “Once the lodestar has been calculated, the court may adjust the
11 resulting figure upward or downward to account for various factors, including the
12 quality of the representation, the benefit obtained for the class, the complexity and
13 novelty of the issues presented, and the risk of nonpayment[.]” *Id.* (internal
14 quotation marks omitted). “Under the ‘percentage-of-the-fund’ or ‘percentage-of-
15 recovery’ method, the court simply awards the attorneys a percentage of the fund
16 sufficient to provide class counsel with a reasonable fee, using 25% as a
17 benchmark.” *Id.* (internal quotation marks omitted). Notably, that benchmark can
18 be “adjusted upward or downward, depending on the circumstances.” *Id.* (internal
19 quotation marks omitted). As such, “[c]ourts have previously approved awards
20 using the percentage-of-recovery method when the fees sought constituted a third
21 of the common fund.” *Moreno v. Pretium Packaging, L.L.C.*, No. 8:19-CV-02500-
22 SB-DFM, 2021 WL 3673845, at *2 (C.D. Cal. Aug. 6, 2021); *see also Chavez v.*
23 *Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008) (“Empirical studies show that,
24 regardless whether the percentage method or the lodestar method is used, fee
25 awards in class actions average around one-third of the recovery”).

26 Following nearly seven years of complex litigation, Class Counsel seek
27

1 \$3,795,000 in attorneys’ fees and costs, to be paid from the \$11,500,000 common
2 fund in the Settlement. Of that, Class Counsel’s costs totaled \$385,945.97.
3 Edwards Decl. ¶¶ 63, 65. Class Counsel’s lodestar totaled \$4,299,506.43, which
4 *exceeds* the amount Class Counsel seeks in attorneys’ fees and represents a
5 negative multiplier. The requested fee award represents 29.64% of the total
6 recovery. This requested award is intended as reasonable compensation and
7 reimbursement for the years of work they have provided on behalf of Plaintiffs and
8 Class Members, the meaningful relief obtained that benefits Class Members, and
9 the risks borne throughout this litigation. As explained below, these requests are
10 reasonable and justified, and Class Counsel respectfully request that the Court
11 grant their requested award.

12 **1. Class Counsel are entitled to seek a fee award from the**
13 **common fund.**

14 The Supreme Court has recognized that “a litigant or a lawyer who recovers
15 a common fund for the benefit of persons other than himself or his client is entitled
16 to a reasonable attorney’s fee from the fund as a whole.” *Boeing Co. v. Van Gemert*,
17 444 U.S. 472, 478 (1980); *see also Mills v. Auto Lite Co.*, 396 U.S. 375, 392-93
18 (1970). “[T]hose who benefit from the creation of the fund should share the wealth
19 with the lawyers whose skill and effort helped create it.” *In re Washington Public*
20 *Power Supply Sys. Sec. Litig.*, 19 F. 3d 1291, 1300 (9th Cir. 1994).

21 Here, Class Counsel have been Plaintiffs’ counsel of record for the entirety
22 of this litigation, and Pearson Warshaw, LLP has been local counsel for the entirety
23 of this litigation. *See, e.g.*, Compl., ECF No. 1; *see also* Edwards Decl. ¶ 1; Schultz
24 Decl. ¶ 3; Warshaw Decl. ¶ 2. Since the inception of this litigation, Class Counsel
25 have brought their extensive skills and experience to bear, by performing thorough
26 investigations prior to initial filing; by briefing, arguing, and defeating multiple
27

1 motions to dismiss; by obtaining relevant and vital information in discovery; by
2 reviewing all of Nutramax’s produced documents; by preparing and defending
3 Plaintiffs in their depositions and responding to written discovery; by preparing for
4 and defending depositions of Plaintiffs’ experts; by successfully defeating
5 Nutramax’s two motions to exclude Plaintiffs’ experts; by engaging in substantial
6 motions practice including Plaintiffs’ motion for class certification and preliminary
7 approval of the Settlement; by fully briefing and arguing Nutramax’s appeal in the
8 Ninth Circuit Court of Appeals; by obtaining and working closely with
9 knowledgeable and experienced experts; by negotiating the Settlement; and by
10 overseeing administration of the Settlement. *See generally* Edwards Decl. ¶¶ 4-32.
11 Further, Class Counsel will continue to remain actively involved in this litigation
12 through final approval of the Settlement.⁵ It is through Class Counsel’s work in
13 this litigation that the Settlement was able to be obtained for Plaintiffs’ and Class
14 Members’ benefit. Accordingly, it is reasonable and justified to grant them
15 attorneys’ fees in recognition for their efforts.

16 **2. Class Counsel’s requested fees are reasonable and justified.**

17 This Settlement creates a \$11,500,000 non-reversionary fund for the
18 payment to all Class Members. Settlement Agreement (“SA”), ECF No. 213-2, at
19 § 4.1. Any Class Member may submit a Valid Claim Form or provide the
20 Settlement Administrator information equivalent to that in the Claim Form in order
21 to receive payment from the Settlement Fund. SA § 5.1.

22 ⁵ For all remaining work Class Counsel will handle in this litigation—including
23 overseeing the administration of the Settlement, moving for final approval,
24 reviewing and responding to objections (if any), and traveling to and attending the
25 final approval hearing—Class Counsel will *not* include the time and effort
26 expended in such efforts to present to the Court. Thus, Class Counsel’s requested
27 award for fees and expenses is inherently *conservative*, as Class Counsel’s total
28 lodestar and expenses will continue to grow through the conclusion of this action.

1 “Courts in [the Ninth Circuit] determine attorney’s fees in class actions
2 using either the lodestar method or the percentage-of-recovery method.” *In re*
3 *Hyundai & Kia Fuel Economy Litig.*, 926 F.3d 539, 570 (9th Cir. 2019). “The
4 percentage-of-recovery method is typically used when a common fund is created.”
5 *Hogue*, 2024 WL 6888665, at *6 (Olguin, J.). “Because the benefit to the class is
6 easily quantified in common-fund settlements, . . . courts [may] award attorneys a
7 percentage of the common fund in lieu of the often more time-consuming task of
8 calculating the lodestar.” *In re Bluetooth*, 654 F.3d at 942. Because this is a
9 common fund settlement, the Court should employ the percentage-of-the-recovery
10 method to analyze the reasonableness of Class Counsel’s requested fees. “In
11 determining whether to depart from the 25% benchmark, courts consider all of the
12 circumstances of the case[,] including: (1) the results achieved for the class; (2) the
13 risk of litigation; (3) the skill required and quality of the work; (4) the contingent
14 nature of the fee; and (5) awards in similar cases.” *Hogue*, 2024 WL 6888665, at
15 *6 (internal quotation marks omitted).

16 **a. Class Counsel’s requested fee is reasonable under the**
17 **percentage-of-the-recovery analysis.**

18 Here, Class Counsel seeks attorneys’ fees in the amount of \$3,409,054.03,
19 which represents 29.64% of the common fund, which is within the often accepted
20 one-third of the recovery. *See Moreno*, 2021 WL 3673845, at *2; *see also*
21 *Hernandez v. Burrtec Waste & Recycling Services, LLC*, No. 5:21-CV-01490-
22 JWH-SP, 2023 WL 5725581, at *6 (C.D. Cal. Aug. 21, 2023) (“California courts
23 routinely award attorneys’ fees of one-third of the common fund.” (collecting
24 cases)); *Beaver v. Tarsadia Hotels*, No. 11-CV-01842-GPC-KSC, 2017 WL
25 4310707, at *10 (S.D. Cal. Sept. 28, 2017)).

26 Employing the percentage-of-the-recovery method for calculating Class
27

1 Counsel’s fees is appropriate here. “In the Ninth Circuit, use of the percentage
2 method in common fund cases appears to be dominant.” *Elkies v. Johnson and*
3 *Johnson Services, Inc.*, No. CV 17-7320-GW(JEMX), 2020 WL 10055593, at *8
4 (C.D. Cal. June 22, 2020). In *Elkies*, a case involving false advertising claims under
5 California law—the same types of claims in this Action—the court used the
6 percentage-of-the-recovery method to calculate fees, ultimately determining that
7 Class Counsel’s requested fees were reasonable under that methodology. *Id.* at *8-
8 9. There, the class counsel sought \$2,083,950 in attorney’s fees which represented
9 33% of the common fund, in addition to \$357,917 in litigation costs. *Id.* at *7-8.
10 The court held that the fee of 33% was reasonable and warranted. *Id.* *8-9.

11 Here, following nearly seven years of litigation, Class Counsel achieved
12 exceptional results in this case. Class Counsel expended significant effort and
13 resources to ensure that Plaintiffs’ and Class Members’ interests were best served.
14 Through their efforts and dedication, Class Members who submit a Valid Claim
15 Form will receive money from the Settlement. Specifically, Class Members can
16 claim up to \$25.00 per Cosequin® Product purchased and up to \$150.00 total for
17 multiple Cosequin® Products purchased. SA § 5.1.2.

18 This framework ensures that all Class Members who purchased a
19 Cosequin® Product, or multiple Cosequin® Products, receive substantial relief.
20 Moreover, if any of the \$11,500,000 fund goes unclaimed by Class Members, it
21 will not revert to Nutramax, but will instead be distributed to Valor Service Dogs,
22 an organization that trains and places mobility assistance and PTSD service dogs
23 with wounded post-9/11 veterans and first responders. SA § 5.3; *see also*
24 <https://valorservicedogs.org/our-mission>. In short, through Class Counsel’s efforts
25 over years of contentious litigation, they have achieved an exceptional result for
26 California consumers and the public interest.

1 Moreover, over the course of the past nearly seven years, Class Counsel have
2 borne all of the risk of this litigation. Class Counsel took on both of the named
3 Plaintiffs as contingency fee clients. Edwards Decl. ¶ 53; Schultz Decl. ¶ 3.
4 Accordingly, Class Counsel bore significant risk of a potentially unfavorable result
5 in litigation. *See Gisbrecht v. Barnhart*, 535 U.S. 789, 810 (2002) (Scalia, J.,
6 dissenting) (“[I]t is in the nature of a contingent-fee agreement to *gamble* on
7 outcome and hours of work—assigning the risk of an unsuccessful outcome to the
8 attorney.” (emphasis in original)). Through this arrangement, Class Counsel
9 covered all costs of litigation and have foregone other cases during that period in
10 order to manage the burdens of litigating this case. Edwards Decl. ¶¶ 53, 58.

11 Class Counsel, who are experienced class action attorneys,⁶ understood the
12 complexities of this litigation, as their claims would require targeted discovery
13 requests, extensive document review, substantial expert consultation, and
14 successful legal argument in both asserting their claims and responding to
15 Nutramax’s arguments and defenses. For example, Nutramax filed—and Class
16 Counsel overcame—two separate motions to dismiss. *See* ECF Nos. 44, 52, 56, 61;
17 *see also* Edwards Decl. ¶ 7. Class Counsel issued discovery requests, including
18 three sets of requests for production of documents to each Nutramax Defendant
19 and reviewed thousands of pages of Nutramax’s produced documents. *Id.* ¶ 8. Class
20 Counsel prepared for and defended both named Plaintiffs at their deposition, and
21 completed written discovery, *id.* ¶¶ 8, 11, and completed Rule 30(b)(6) depositions
22 of Nutramax’s corporate representatives and other Nutramax-affiliated and third-
23 party fact witnesses, *id.* ¶ 10. Further, Class Counsel worked closely with experts

24 _____
25 ⁶ Updated copies of Class Counsel’s Firm Résumés are attached as Exhibit A to
26 each of the accompanying Declarations of Adam A. Edwards, Matthew D. Schultz,
27 and Daniel L. Warshaw.

1 (testifying and non-testifying) to confirm their theories related to the products and
2 develop a damages model, and prepared for and defended four expert depositions,
3 and took seven depositions of Nutramax’s experts. *Id.* ¶ 13. Class Counsel also
4 fully briefed their motion for class certification, as well as responded to
5 Nutramax’s two motions to exclude Plaintiffs’ experts, and succeeded. *Id.* ¶ 14;
6 *see also* ECF No. 146. Following this Court’s order granting class certification,
7 Nutramax appealed. Class Counsel briefed whether the appeal should be granted
8 and ultimately completed briefing and argument on the appeal and succeeded.
9 Edwards Decl. ¶ 17; *see also* ECF Nos. 157, 160. Following the Ninth Circuit
10 affirming this Court’s class certification order, the Parties agreed to begin
11 settlement discussions. Edwards Decl. ¶ 19. Class Counsel prepared for mediation,
12 attended mediation with the Honorable David Duncan (Ret.), and ultimately
13 reached the preliminarily approved Settlement. *Id.* ¶¶ 20-22. In total, over the
14 course of the nearly seven-year litigation, Class Counsel spent over 4,000 hours
15 actively litigating this case, including a team of 24 attorneys across Class Counsel’s
16 firms. *Id.* ¶ 58. Throughout every phase of litigation, Class Counsel performed
17 significant research and analysis, expended thousands of hours of effort, and
18 brought their substantial experience to bear on behalf of Plaintiffs and Class
19 Members.

20 Discovery in this case was particularly laborious and time intensive.
21 Nutramax’s document production contained thousands of pages of highly scientific
22 documents that necessitated extensive review. *Id.* ¶ 8. Class Counsel served a total
23 of 150 requests for production, 34 interrogatories, and 31 requests for admission
24 to each Nutramax Defendant. *See id.* Similarly, each Plaintiff, with Class Counsel’s
25 assistance, responded to requests for admission, five sets of requests for
26 production, and three sets of interrogatories to each named Plaintiff. *Id.*

1 Plaintiffs retained multiple experts, including an expert in veterinary
2 orthopedics and study design, an expert in statistics, an expert in marketing, and a
3 damages expert. *Id.* ¶ 13. Class Counsel also retained and consulted extensively
4 with two non-testifying subject matter experts. Each offered unique and scientific
5 insights that were necessary to advance Plaintiffs’ case. For example, Plaintiffs’
6 veterinary medicine expert and statistics expert analyzed medical and scientific
7 studies to support Plaintiffs’ claim that Nutramax’s product labels contained
8 statements that were not supported by scientific evidence. *Id.* Plaintiffs’ expert in
9 product labeling prepared a report to support Plaintiffs’ contention that a
10 reasonable consumer would be misled by such labeling. *Id.* And Plaintiffs’
11 damages expert proposed a conjoint analysis which was necessary to prove
12 damages could be calculated in this case and obtain class certification. *Id.*

13 Each of these factors—the risks associated with litigation; the costs,
14 duration, and dedication to the litigation; and the exceptional results ultimately
15 obtained—weigh in favor of departing from the 25% benchmark and granting
16 Class Counsel’s request for \$3,409,054.03 in attorneys’ fees, which represents
17 29.64% of the total recovery. Further, to date, no Class Members have opted out
18 of the Settlement, and no one has objected to the Settlement, as compared to a total
19 of 235,154 Class Members who have submitted a claim (as of April 17, 2026).⁷ *Id.*
20 ¶ 59 n. 2; see *Manier v. Sims Metal Mgt.-N.W.*, No. 19-CV-00718, 2022 WL
21 20184566, at *4 (N.D. Cal. Jan. 14, 2022) (noting that a low number of opt outs
22 “weigh[s] in favor of” a requested fee). These factors illustrate that Class Counsel’s
23 request is reasonable and their fees are justified, particularly in light of the duration
24 of litigation, the total hours expended, and the costs associated with prosecuting

25 _____
26 ⁷ The Claims Administrator is reviewing the claims submitted to ensure their
27 validity and to guard against abuse with the claims process.

1 this case in an effort to ultimately obtain a meaningful settlement for Class
2 Members.

3 **b. Class Counsel’s requested fees are reasonable under**
4 **a lodestar cross-check.**

5 Even if the Court chooses to employ the lodestar method—or to cross-check
6 the requested fee against Class Counsel’s lodestar—Class Counsel’s requested fees
7 remain reasonable. Class Counsel’s lodestar totals \$4,299,506.43, which *exceeds*
8 the requested fee, thereby resulting in a *negative* multiplier of 0.81. Class Counsel
9 spent a total of 4,040.5 hours actively litigating this case, which includes 34
10 timekeepers, including attorneys and paralegals, across Class Counsel’s firms,
11 Milberg Coleman Bryson Phillips Grossman PLLC (“Milberg”) and Levin
12 Papantonio.⁸

13 **i. Class Counsel’s hours are reasonable.**

14 Among these 36 timekeepers, Adam A. Edwards of Milberg and Matthew
15 D. Schultz of Levin Papantonio led the litigation on behalf of Plaintiffs and Class
16 Members. They expended a total of 4,040.5 hours among them, which represents
17 a large percentage of the total hours spent litigating this case. Edwards Decl. ¶¶ 55,
18 58; Schultz Decl. ¶ 7. Their knowledge and experience played a pivotal role in
19 interfacing with the named Plaintiffs and other potential clients, analyzing relevant
20 case law and arguments, drafting motions and responses including responding to
21 an appeal to the Ninth Circuit, working closely with experts, drafting discovery
22 requests, reviewing and analyzing produced documents, preparing for and

23 _____
24 ⁸ In addition to Milberg and Levin Papantonio, who were appointed as Class
25 Counsel, ECF No. 146, at 36, Pearson Warshaw, LLP (“Pearson Warshaw”) acted
26 as local counsel, working closely with Class Counsel throughout the litigation.
27 Pearson Warshaw’s time and expenses are also included in Class Counsel’s total
28 fee and expense request.

1 defending depositions, and ultimately in furthering the litigation and reaching the
2 Settlement.

3 Class Counsels' 4,040.5 total hours expended were also reasonable and
4 justified. As explained in the accompanying Declarations, each attorney working
5 on this case engaged in work that was reasonably necessary to further the litigation
6 and to serve Plaintiffs' and Class Members' interests. *Id.* ¶ 67. "In conducting the
7 cross-check, the court need not closely scrutinize each claimed attorney-hour, but
8 [may] instead use[] information on attorney time spent to focus on the general
9 question of whether the fee award appropriately reflects the degree of time and
10 effort expended by the attorneys." *Spann v. J.C. Penney Corp.*, 211 F. Supp. 3d
11 1244, 1265 (C.D. Cal. 2016) (internal quotation marks omitted). Given Class
12 Counsel's detailed explanations of the work attorneys engaged in during the course
13 of this litigation, and in light of the favorable results obtained, Class Counsel's
14 explanation of fees illustrates a reasonable expenditure of total time.

15 **ii. Class Counsel's billing rates are reasonable.**

16 Class Counsel's billing rates are equally reasonable. Class Counsel's firms,
17 Milberg and Levin Papantonio, apply billing rates that closely align. Mr. Edwards,
18 of Milberg, bills at a rate of \$1,227. Edwards Decl. ¶ 55. Mr. Schultz, of Levin
19 Papantonio, bills at a rate of \$1,275. Schultz Decl. ¶ 7.⁹ Additionally, Class
20 Counsel have applied their current rates—rather than their historical rates
21 throughout the course of litigation—for calculating lodestar. Courts have approved
22 this method of calculating lodestar. *See, e.g., Charlebois v. Angels Baseball LP,*

23 _____
24 ⁹ Daniel Warshaw, of Pearson Warshaw, LLP, served as local counsel on behalf of
25 Class Counsel in this case. Pearson Warshaw, LLP's billing rates also closely align
26 with Class Counsel's rates. As set forth in his accompanying declaration, Mr.
27 Warshaw billed at his usual and customary rates, which have been approved by
28 numerous courts across the United States. *See Warshaw Decl.* ¶ 7.

1 993 F. Supp. 2d 1109, 1118-19 n.6 (C.D. Cal. 2012); *see also Newton v. Equilon*
2 *Enterprises, LLC*, 411 F. Supp. 3d 856, 882 (N.D. Cal. 2019) (“In calculating the
3 lodestar, it is appropriate for counsel to use their current hourly rates at the time of
4 the fee motion.”).

5 Milberg’s billing rates are based on the Adjusted *Laffey* matrix (“*Laffey*
6 matrix”). The *Laffey* matrix, which provides market rates for attorneys in the
7 Washington, D.C. and Baltimore areas, has been accepted by the Ninth Circuit. *See*
8 *Mancini v. Dan P. Plute, Inc.*, 358 F. App’x 886, 889 (9th Cir. 2009). Indeed,
9 courts have “referenced the *Laffey* matrix as one source of evidence for an
10 attorney’s reasonable billing rate,” including on a motion for attorneys’ fees in a
11 class action settlement. *Carlotti v. ASUS Comput. Int’l*, No. 18-cv-03369, 2020
12 WL 3414653, at *5 (N.D. Cal. June 22, 2020); *Laub v. Horbaczewski*, No. LA
13 CV17-06210, 2024 WL 3466181, at *8-9 (C.D. Cal. July 11, 2024). Notably some
14 courts have observed that the *Laffey* matrix rates fall *below* reasonable billing rates
15 in the Los Angeles area. *See, e.g., Viveros v. Donahoe*, No. CV 10-08593, 2013
16 WL 1224848, at *5 n.31 (C.D. Cal. Mar. 27, 2013) (noting that the *Laffey* matrix
17 rates are “somewhat low for the Los Angeles legal community”). Given this, an
18 “upward adjustment” of 10.6% to Milberg attorneys’ rates is appropriate.¹⁰ *See*
19 *Edwards Decl.* ¶¶ 56-57.

20 Courts in the Ninth Circuit have approved Class Counsel’s rates in recent
21 cases. *E.g., Tabak v. Apple, Inc.*, No. 4:19-cv-02455, ECF No. 213, at 13 (N.D.

22 ¹⁰ *See, e.g.,* [https://www.apartments.com/cost-of-living/washington-dc-vs-los-](https://www.apartments.com/cost-of-living/washington-dc-vs-los-angeles-ca)
23 [angeles-ca](https://www.apartments.com/cost-of-living/washington-dc-vs-los-angeles-ca) (last visited Apr. 22, 2026) (noting that the “cost of living in Los
24 Angeles, CA is 10.6% higher”); *see also* “Locality-Based Comparability
25 Payments,” DOJ, [https://www.justice.gov/usao/career-center/salary-](https://www.justice.gov/usao/career-center/salary-information/administratively-determined-pay-plan-charts)
26 [information/administratively-determined-pay-plan-charts](https://www.justice.gov/usao/career-center/salary-information/administratively-determined-pay-plan-charts) (last visited Apr. 22,
27 2026) (noting that the Los Angeles area is subject to a 36.47% locality pay rate,
and Washington, D.C. is subject to a 33.94% locality pay rate).

1 Cal. Oct. 30, 2024) (approving \$8,750,000 in fees and expenses in a common fund
2 settlement); *Bailey v. Rite Aid Corp.*, No. 4:18-cv-6926, ECF No. 178, at 9 (N.D.
3 Cal. Dec. 16, 2022) (approving \$361,666.66 in fee and expenses in an injunctive
4 relief settlement). This Court has recently found similar rates to be reasonable. *E.g.*,
5 *Concerned Jewish Parents & Teachers of Los Angeles v. Liberate Ethnic Studies*
6 *Model Curriculum Consortium*, No. CV 22-3243, 2025 WL 1549995, at *3-4 (C.D.
7 Cal. May 23, 2025) (Olguin, J.) (approving a fee award based on billing rates of
8 \$950 and \$1,050). Given that Class Counsel’s billing rates are based on their
9 experience and have been approved previously by other courts, their rates are
10 reasonable.

11 **iii. Class Counsel’s requested fees represent a**
12 **reasonable multiplier.**

13 Lastly, Class Counsel’s requested fees represent a *negative*, and inherently
14 reasonable, multiplier. To calculate the multiplier, the court “divid[es] the
15 percentage fee award by the lodestar calculation.” *Park v. Carlyle/Galaxy San*
16 *Pedro, L.P.*, No. CV 09-00793 MMM (AJWX), 2009 WL 10669742, at *12 n.59
17 (C.D. Cal. Oct. 8, 2009). A positive or negative multiplier may be applied to adjust
18 the lodestar upward or downward to “reflect[] a host of reasonableness factors,
19 including the quality of representation, the benefit obtained for the class, the
20 complexity and novelty of the issues presented, and the risk of nonpayment.” *In re*
21 *Bluetooth*, 654 F.3d at 941-42 (internal quotation marks and citation omitted). A
22 “negative multiplier” refers to any “multiplier that decreases the lodestar when
23 applied.” *Pacheco v. Ford Motor Co.*, No. 2:18-cv-09006, 2022 WL 845108, at *6
24 n.1 (C.D. Cal. Mar. 22, 2022). “Multipliers of 1 to 4 are commonly found to be
25 appropriate in complex class action cases.” *Hopkins v. Stryker Sales Corp.*, No.
26 11-CV-02786-LHK, 2013 WL 496358, at *4 (N.D. Cal. Feb. 6, 2013); *see also In*

1 *re Facebook Biometric Info. Priv. Litig.*, No. 21-15553, 2022 WL 822923, at *1
2 (9th Cir. Mar. 17, 2022) (affirming a higher 4.71 multiplier). As explained above,
3 Class Counsel have applied reasonable billing rates. *See supra* Section A.2.b.ii.
4 Class Counsel’s lodestar totals \$4,299,506.43, which results in a negative
5 multiplier—0.81—compared to Class Counsel’s requested fee and expense award.

6 This multiplier is reasonable given (1) the especially complex, scientific
7 nature of the subject matter at issue; (2) the qualified representation Class Counsel
8 provided throughout the litigation; (3) the exceptional results obtained, resulting in
9 a Settlement that will provide significant monetary relief to Class Members; and
10 (4) the substantial risks Class Counsel took on in representing Plaintiffs on a
11 contingency fee basis, thereby risking potential nonpayment. These circumstances
12 illustrate the reasonableness of the 0.81 multiplier here. This multiplier falls *below*
13 the range of those that are typically approved, which inherently illustrates the
14 reasonableness of Class Counsel’s request. Indeed, far higher multipliers have been
15 approved in this District. *See Herrera v. Cnty. of Los Angeles*, No. CV 22-1013-
16 HDV-PDX, 2026 WL 507909, at *3 (C.D. Cal. Feb. 23, 2026) (“The expected
17 multiplier here of somewhat above 4.0 is reasonable given the outstanding results
18 in a difficult and challenging case.”); *Martin v. Toyota Motor Credit Corp.*, No.
19 2:20-cv-10518, 2022 WL 17038908, at *14 (C.D. Cal. Nov. 15, 2022) (approving
20 as reasonable a \$19 million fee award resulting in a 6.33 multiplier). Given the
21 complexity of this case, the duration of the litigation, the expenditure of time and
22 effort in service to Plaintiffs and Class Members, and the significant and
23 exceptional results obtained for consumers, Class Counsel’s requested fees are
24 reasonable and should be granted.

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c. Class Counsel’s requested fees satisfy the *Bluetooth* factors.

In the Ninth Circuit, when considering a motion for fees in a class action, the court must consider the factors as provided in *In re Bluetooth Headset Products Liability Litigation*, 654 F.3d at 947. Here, Class Counsel requests a \$3,409,054.03 fee award. As such, Class Counsel would not be receiving “a disproportionate distribution of the settlement[.]” *Id.* at 947. Second, the Settlement does not contain a clear-sailing provision. *See* SA § 10.1 (“Nutramax retains the right to object or otherwise oppose Class Counsel’s Application for a Fee and Expense Award.”). Finally, any unawarded fees will not revert to Nutramax, but instead revert to the Settlement Fund. *Id.* § 10.2. These factors weigh in favor of approving Class Counsel’s requests fees.

3. Class Counsel’s expenses are reasonable.

Class Counsel are also entitled to reimbursement of reasonable litigation costs and expenses. Fed. R. Civ. P. 23(h); *see also In re Am. Apparel, Inc. Shareholder Litig.*, No. CV 10–06352 MMM (JCGX), 2014 WL 10212865, at *27 (C.D. Cal. July 28, 2014) (“Costs are recoverable where a settlement results in a common fund.”).

Here, Class Counsel has incurred reasonable and necessary costs and expenses totaling \$385,945.97, which were expended in prosecuting this Action. Edwards Decl. ¶ 63. These include all costs that would typically be billed to paying clients. *Id.* ¶ 64. These costs include: expert fees; document retrieval and document production management fees; court reporting and transcript services; mediation expenses, court fees; and fees related to third party subpoenas. *See id.* ¶¶ 60, 63; Schultz Decl. ¶ 8. To date, no Class Members have objected to the Settlement, to Class Counsel’s requested attorneys’ fees, or to Class Counsel’s requested

1 expenses. Because expenses were reasonably incurred in the prosecution of this
2 Action, Class Counsel respectfully requests that the Court fully reimburse these
3 reasonably incurred expenses.

4 **B. The Court Should Grant Plaintiffs’ Requested Service Awards.**

5 In its Preliminary Approval Order, the Court ordered Plaintiffs and Class
6 Counsel to “file a motion for attorney’s fees and costs, as well as any incentive
7 payments” at a later date. ECF No. 218, at 14. In that Order, the Court found “that
8 the *requested incentive payments are reasonable.*” *Id.* at 11 (emphasis added).
9 Because Class Counsel requests the same award—\$7,500 for each named Plaintiff
10 (totaling \$15,000)—the Court need not depart from its previous ruling.
11 Nevertheless, Class Counsel demonstrates again why the requested service awards
12 are reasonable and should receive final approval.

13 Service awards are “fairly typical in class action cases.” *Rodriguez v. W.*
14 *Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). These incentive payments
15 function as “payments to class representatives for their service to the class in
16 bringing the lawsuit.” *Radcliffe v. Experian Info. Sols., Inc.*, 715 F.3d 1157, 1163
17 (9th Cir. 2013).

18 Here, Class Counsel requests service awards in the amount of \$7,500 to both
19 named Plaintiffs (totaling \$15,000). Nutramax does not oppose this request for
20 service awards. SA § 10.5. Pursuant to the Settlement, these awards, if granted,
21 will be paid out of the Settlement Fund. *Id.* § 10.6. As this Court stated in its
22 Preliminary Approval Order, “Plaintiffs ‘played a vital role’ throughout this case,
23 including reviewing pleadings and other filings; engaging in regular discussions
24 with counsel over a period of more than six years; responding to discovery and
25 producing documents; preparing for and sitting for depositions; actively
26 participating in the approval of settlement terms; and ‘ensuring the interests of
27

1 putative class members were protected.” ECF No. 218, at 11. Therefore, as the
2 Court previously found, “the requested incentive payments are reasonable.” *Id.*

3 **III. CONCLUSION**

4 For the reasons stated above, Plaintiffs respectfully request that the Court
5 (1) approve Class Counsel’s request for attorneys’ fees in the amount of
6 \$3,409,054.03 in attorneys’ fees for costs in the amount of \$385,945.97
7 (collectively, \$3,795,000); and (2) approve service awards to the Class
8 Representatives in the amount of \$7,500 each (totaling \$15,000).

9
10 Dated: April 23, 2026

Respectfully submitted,

11 /s/ Adam A. Edwards

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*Counsel for Plaintiffs &
the Certified Class*

CERTIFICATE OF COMPLIANCE

I, Adam A. Edwards, hereby certify that the foregoing Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement contains 6,303 words, which complies with the word limit of Local Rule 11-6.1.

/s/ Adam A. Edwards _____
Adam A. Edwards

*Attorney for Plaintiffs
and the Certified Class*

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CERTIFICATE OF SERVICE

I, Adam A. Edwards, hereby certify that on April 23, 2026, I caused a true and correct copy of the foregoing Plaintiffs’ Unopposed Motion for Attorneys’ Fees and Costs and Class Representative Service Awards to be served upon the following by electronic mail:

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