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Attorney for Plaintiff,
Roy Lo

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES—UNLIMITED CIVIL**

**ROY LO, Individually and On Behalf of
All Others Similarly Situated,**

Plaintiff,

v.

NUTRIBULLET, LLC,

Defendant.

Case No.: 21STCV12852

**SUPPLEMENTAL MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
CERTIFICATION OF SETTLEMENT
CLASS**

Judge: Hon. William F. Highberger
Date: July 15, 2022
Time: 1:30 p.m.
Dept.: 10

[Filed concurrently with Declaration of Jason
A. Ibey; Declaration of Jacob Kamenir; and
[Proposed] Order]

Action Filed: April 2, 2021



1 **I. THE COURT SHOULD GRANT PRELIMINARY APPROVAL TO THE PROPOSED**
2 **SETTLEMENT AS REVISED BY THE RECENT ADDENDUM**

3 Plaintiff Roy Lo (“Plaintiff” or “Mr. Lo”) submits this supplemental memorandum in
4 support of the motion for preliminary approval of a proposed class action settlement and
5 certification of settlement class (the “Settlement”) in this action (the “Action”), which proposed
6 Settlement has been revised by the Addendum¹ to the Agreement.²

7 Through the Addendum, and following an initial preliminary approval hearing held on June
8 9, 2022,³ the Parties revised the Settlement to eliminate the voucher provision, thereby obviating the
9 need for Settlement Class Members⁴ to submit a Claim Form. [Addendum, p. 1.] All other forms of
10 relief to Settlement Class Members proposed in the Agreement (“Agr.”) remain the same, which
11 means that Settlement Class Members will automatically be entitled to an extended warranty as well
12 as benefit from the changes made (or to be made) by Defendant to the warranty, its website and
13 literature as a result of this lawsuit. *See* Agr. § IV.

14 Exhibits B, D, E and F⁵ to the Agreement have been revised to reflect the elimination of the
15 voucher provision and a Claim Form requirement, while still affording Settlement Class Members
16

17
18 ¹ The Addendum is attached as **Exhibit 1** to the accompanying Declaration of Jason A. Ibey (“Ibey
19 Decl.”), ¶ 5, filed herewith. It is signed by the Parties and their counsel, and was fully executed on
20 July 11, 2022. *Id.* at ¶ 6.

21 ² The Agreement was filed as Exhibit 1 the Declaration of Abbas Kazerounian, on April 15, 2022.

22 ³ At that hearing, the Court indicated that it was inclined to preliminarily approve the proposed
23 Settlement if, among other things, the voucher provision were to be eliminated, thus avoiding the
24 need for a Claim Form. The Court set a deadline of July 11, 2022 for the filing of supplemental
25 briefing and an addendum to the proposed settlement agreement, with a continued preliminary
26 approval hearing scheduled for July 15, 2022 at 1:30 p.m.

27 ⁴ Defined terms are meant to have the meaning ascribed in the Agreement and/or Addendum.

28 ⁵ Exhibit B is replaced by Exhibit B-1; Exhibit D is replaced by Exhibit D-1; Exhibit E is replaced
by Exhibit E-1; and Exhibit F is replaced by Exhibit F-1. These revised documents are exhibits to
the Addendum. Exhibit C to the Agreement (i.e., the proposed internet banner ads) did not need to
be revised. Ibey Decl., ¶ 6.

1 forty-five (45) days to opt out or object to the Settlement. Agr. § II(Y). The elimination of a Claim
 2 Form requirement simplifies the settlement process and reduces settlement administration expenses.
 3 *See generally, Howard v. Web*, No. CV-19-00513-PHX-DJH, 2020 U.S. Dist. LEXIS 256933, at *2
 4 (D. Ariz. Sep. 18, 2020) (preliminarily approving class action settlement that, in part, eliminated a
 5 claim form requirement for individuals who were employed by the defendant).

6 Further, Exhibits B and D (now Exhibits B-1 and D-1) were also revised to reflect an
 7 updated notice and class administration quote from the proposed Settlement Administrator,
 8 Simpluris, which estimate is now \$63,175. Despite the elimination of a Claim Form requirement
 9 and thus any need to provide a voucher to valid claimants, the quote from Simpluris increased from
 10 \$62,185 to \$63,175 (a difference of \$990) due to higher costs for the media notice campaign.⁶
 11 [Declaration of Jacob Kamenir (“Kamenir Decl.”), ¶ 7, filed herewith.] The prior quote of \$62,185
 12 was provided to counsel for the Parties by Simpluris last year, as of August 12, 2021. [*See id.*].

13 Finally, through the Addendum, the Parties now include a proposed Opt-Out form (Exhibit
 14 G to Addendum) that could be used by Settlement Class Members who may wish to request
 15 exclusion from the proposed Settlement. That form will be made available on the Settlement
 16 Website, should the Court grant preliminary approval to the proposed Settlement. *Ibey Decl.*, ¶ 7.

17 Thus, Plaintiff contends that the proposed Settlement, as modified by the Addendum, is fair,
 18 adequate and reasonable, and should be preliminarily approved. *See id.* at ¶¶ 8-9.

19 **II. CONCLUSION**

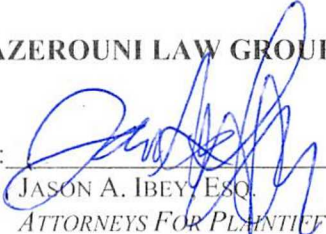
20 In sum, Plaintiff respectfully requests that the Court enter an order: (1) preliminarily approving
 21 the proposed Settlement as modified by the Addendum; (2) providing the class notice (i.e., Exhibit B-1,
 22 C and D-1); (3) appointing Plaintiff Roy Lo as Class Representative for settlement purposes; (4)
 23 appointing attorneys Abbas Kazerounian, Jason A. Ibey, and Adib Assassi as Class Counsel for
 24

25
 26 ⁶ Like many things these days, the proposed media campaign was not immune to raising costs due
 27 in part to inflation. Simpluris is willing to provide the detailed quote to the Court for review
 28 (preferably *in camera* review) upon request by the Court. *Kamenir Decl.*, ¶ 8.

1 settlement purposes; and (5) scheduling a final approval hearing no earlier than 100 days after an order
2 preliminarily approving the settlement. A proposed preliminary approval order is submitted herewith
3 (see also, Exhibit E-1 to the Addendum to the Agreement).

4
5 Dated: July 11, 2022

KAZEROUNI LAW GROUP, APC

6
7 By: 
8 JASON A. IBEY, ESQ.
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