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FILED
Superior Court of California
County of Los Angeles
11/03/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Lim Deputy

**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,

vs.

NUTRIBULLET, LLC,

Defendant.

Case No.: 21STCV12852

~~PROPOSED~~ **ORDER
GRANTING FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT; AND FINAL
JUDGMENT**

JUDGE: Hon. William F. Highberger
DEPT.: 10

On April 11, 2022, Plaintiff Roy Lo (“Mr. Lo” or “Plaintiff”) and Defendant NutriBullet, LLC (“NutriBullet” or “Defendant”) entered into a Class Action Settlement Agreement (“Settlement Agreement” or “Agreement”), and subsequently, Plaintiff and Defendant executed an amendment to the Class Action

1 Settlement Agreement as of July 6, 2022 (“Addendum”), which are subject to review
2 under Rule 3.769 of the California Rules of Court.

3 On April 15, 2022, Plaintiff filed the Agreement, along with the Plaintiff’s
4 Motion for Preliminary Approval of Class Action Settlement and Certification of
5 Settlement Class (the “Preliminary Approval Motion”), which was unopposed by
6 Defendant.

7 On July 11, 2022, Plaintiff filed supplemental briefing in support of the
8 Preliminary Approval Motion, which included the Addendum.

9 On July 15, 2022, upon consideration of the Agreement, the unopposed
10 Preliminary Approval Motion, and the record, the Court entered an Order of
11 Preliminary Approval of Class Action Settlement (the “Preliminary Approval
12 Order”).

13 On September 8, 2022, Plaintiff filed his Motion for Attorneys’ Fees, Costs
14 and Service Awards (the “Fee Petition”).

15 On October 4, 2022, Plaintiff filed his Motion for Final Approval of Class
16 Action Settlement (the “Motion for Final Approval”).

17 On November 3, 2022, a Final Approval Hearing was held pursuant to Rule
18 3.769 of the California Rules of Court to determine whether the Action satisfies the
19 applicable prerequisites for class action treatment under Section 382 of the
20 California Code of Civil Procedure, and whether the proposed Settlement is
21 fundamentally fair, reasonable, adequate, and in the best interests of the Settlement
22 Class Members and should be approved by the Court.

23 The Court has read and considered the Agreement, the Preliminary Approval
24 Motion, the Fee Petition and the record. All capitalized terms used herein have the
25 meanings defined herein and/or in the Agreement.

26 NOW, THEREFORE, IT IS HEREBY ORDERED:

27 I. JURISDICTION: The Court has jurisdiction over the subject matter of the
28 Action and over all settling parties hereto.

1 II. SETTLEMENT CLASS MEMBERS: Pursuant to Rule 3.769 of the California
2 Rules of Court, and Civ. Proc. Code § 382, the Action is hereby finally
3 certified, for settlement purposes only, as a class action on behalf of the
4 following class members:

5 All persons who purchased one of Defendant's warrantied
6 products within California between August of 2019 and
7 July 15, 2022.

8 Excluded from the Settlement Class are: (1) NutriBullet and its respective
9 affiliates, employees, officers, directors, agents, and representatives, and their
10 immediate family members; (2) Settlement Class Counsel and partners,
11 attorneys, and employees of their law firms; (3) the Judge(s) who have presided
12 over the Action, the case identified in Paragraph I.E, or the mediator referenced
13 in Paragraph I.H, and their immediate family members; and (4) all individuals
14 or entities who purchased Covered Products for resale.

15 III. CLASS REPRESENTATIVES AND CLASS COUNSEL: Pursuant to the
16 Court's Preliminary Approval Order, the Court confirms the appointment
17 named Plaintiff Roy Lo as the Class Representative. The Court further
18 confirms the appointment of Abbas Kazerounian and Jason A. Ibey of
19 Kazerouni Law Group, APC, and Adib Assassi of Black Oak Law Firm, as
20 Class Counsel.

21 IV. NOTICE: Following the Court's Preliminary Approval Order, the Court
22 determined that the Class Notice to the Settlement Class was appropriate. The
23 Court finds that such notice was disseminated to Settlement Class Members in
24 accordance with the terms of the Agreement (including Exhibit C to the
25 Agreement, and Exhibits B-1 and D-1 to the Addendum) and this Court's
26 Preliminary Approval Order. The Court further finds that the notice
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1 requirements to Settlement Class Members was met pursuant to California
2 Rules of Court, rule 3.769.

3 V. FINAL CLASS CERTIFICATION: The Court finds that the Action satisfies
4 the applicable prerequisites for class action treatment under California Code of
5 Civil Procedure § 382, for settlement purposes. The Court finds that the
6 settlement of the Action, on the terms and conditions set forth in the
7 Agreement, is in all respects fundamentally fair, reasonable, adequate, and in
8 the best interests of the Settlement Class Members, especially in light of the
9 benefits to the Settlement Class Members, the strength of the Plaintiff's case,
10 the complexity, expense and probable duration of further litigation; the risk
11 and delay inherent in possible appeals; and the risk of collecting any judgment
12 obtained on behalf of the class.

13 VI. ATTORNEYS' FEES AND COSTS FOR CLASS COUNSEL: Pursuant to the
14 Court's wide discretion on assessing the reasonableness of fees (*see, e.g.,*
15 *Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 506), the Court finds
16 that the combined requested award of Attorneys' Fees and Costs in the amount
17 of \$195,000.00 to be reasonable.

18 VII. SERVICE AWARD FOR CLASS REPRESENTATIVE: The Court finds that
19 \$3,000 is the appropriate amount for a service award to Plaintiff.

20 VIII. SETTLEMENT AWARDS AND BENEFITS: The Agreement, which has
21 been filed with the Court and shall be deemed incorporated herein, and the
22 proposed Settlement are finally approved and shall be consummated in
23 accordance with the terms and provisions thereof, except as amended by any
24 order issued by this Court. The material terms of the Agreement include, but
25 are not limited to, the following:

- 26 1. **Service Award**: NutriBullet shall pay the total sum of \$3,000.00 to Mr.
27 Lo, payable through Class Counsel, as a Service Award for bringing and
28 participating in this Action on behalf of the Class.

- 1 2. **Attorney’s Fees and Costs:** NutriBullet shall pay to Class Counsel the
2 total sum of \$195,000.00 as a combined and reasonable award of attorneys’
3 fees and litigation costs incurred in litigating this Action, in the manner
4 specified in the Agreement. The Court also finds that Class Counsels’
5 hourly rates are reasonable.
- 6 3. **Notice and Administration Costs:** NutriBullet is responsible for payment
7 of reasonable Notice and Administrative Costs.
- 8 4. **Extended Warranty:** NutriBullet shall afford every Settlement Class
9 Member with an Extended Warranty that shall be effective for six (6)
10 months from the Preliminary Approval Order or last eighteen (18) months
11 from the date each Covered Product was purchased, whichever occurs
12 later.
- 13 5. **Changes Warranty, Website, and Literature:** NutriBullet shall (to the
14 extent it has not already done so) promptly remove, and otherwise refrain
15 from using, the statement “Warranty Registration Card” and all
16 substantially similar statements from the registration cards contained
17 within the Covered Products’ packaging as well as on Defendant’s website
18 and online advertisements that it controls. NutriBullet shall also include
19 the Song-Beverly Disclosure language as required by California Civil
20 Code § 1793.1(a)(1) on its online product registration form and any
21 registration cards or printed warranty materials contained within or on the
22 Covered Products’ packaging. NutriBullet’s website presentations
23 regarding the Covered Products shall, to the extent reasonably
24 commercially practicable, conform with these requirements. These
25 changes are to be implemented by Defendant within six (6) months after
26 the Preliminary Approval Order.

27 IX. This Order is binding on all Settlement Class Members.
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1 X. OBJECTIONS AND OPT-OUTS:

2 a. Objectors: The deadline for Settlement Class Members to file an objection
3 was September 29, 2022. No objections to the Settlement were received
4 by the Settlement Administrator and the Court is unaware of any objections
5 to the Settlement.

6 b. Opt-Outs: The deadline for Settlement Class Members to request exclusion
7 from the Settlement was September 29, 2022. Twenty-three (23) persons
8 validly excluded themselves from the Settlement Class, who neither share
9 in, nor are bound by, this Final Order and Judgment. Settlement Class
10 Members who were not excluded from the Settlement Class are bound by
11 the terms and conditions of the Agreement.

12 XI. RELEASE OF CLAIMS: In exchange for the consideration provided by the
13 Agreement, Plaintiff and all Settlement Class Members hereby release their
14 Released Claims, which includes a waiver by the Parties under Section 1542
15 of the Civil Code of the State of California. Expressly excluded from the
16 Release are claims for bodily injury. The Court finds the Release in Section
17 X(B) of the Agreement is tailored to claims arising during the Class Period
18 and reasonable.

19 XII. This Order is not, and shall not be construed as, an admission by Defendant
20 of any liability or wrongdoing in this or in any other proceeding.

21 XIII. Without affecting the finality of this Final Judgment, the Court hereby retains
22 continuing and exclusive jurisdiction over the parties and all matters relating
23 to the Action and/or Agreement, including the administration, interpretation,
24 construction, effectuation, enforcement, and consummation of the settlement
25 and this order, pursuant to California Rules of Court, rule 3.769(h).

26 XIV. ~~A post-approval final accounting hearing shall be held at _____,~~
27 ~~202__ at _____ m., with status report due seven (7) days in advance.~~

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IT IS SO ORDERED.

11/03/2022

Dated: _____



HON. WILLIAM F. HIGHBERGER
SUPERIOR COURT JUDGE