

Clerk of the Superior Court
By T. Automation ,Deputy Clerk

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*Attorneys for Plaintiff Daniel Blanco, individually,
and on behalf of a class of similarly situated individuals*

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

DANIEL BLANCO, individually, and on
behalf of a class of similarly situated
individuals,

Plaintiffs,

v.

SEAWORLD PARKS AND
ENTERTAINMENT, INC., a Delaware
corporation, SEA WORLD, LLC, a
Delaware limited liability company, and
DOES 1-5, inclusive,

Defendants.

No. 37-2023-00008529-CU-BT-CTL

*Assigned to the Hon. Gregory W. Pollack,
Dept. 71*

**DECLARATION OF GRACE E.
PARASMO IN SUPPORT OF
UNOPPOSED MOTION FOR
ATTORNEYS' FEES, COSTS AND
SERVICE AWARD FOR CLASS
REPRESENTATIVE**

Date: August 15, 2025
Time: 9:30 a.m.

Action Filed: February 28, 2023
Trial Date: Not Set

1 I, Grace E. Parasmó, declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of the State of
3 California. I am also licensed to practice in the state of New York. I am a partner in the law
4 firm of Parasmó Lieberman Law in Los Angeles, California. I am counsel of record for Plaintiff
5 Daniel Blanco (“Blanco”) and Class Counsel for the Settlement Class.

6 2. I am fully familiar with the facts alleged herein as well as the pleadings and
7 proceedings in this matter and if called as a witness I could competently testify thereto. I make
8 this declaration in support of Plaintiff’s Unopposed Motion for Attorneys’ Fees, Costs, and a
9 Service Award for Class Representative.

10 **PARASMO LIEBERMAN LAW’S QUALIFICATIONS**
11 **AND CONSUMER CLASS ACTION EXPERIENCE**

12 3. Yitzchak Lieberman and I co-founded Parasmó Lieberman Law (“PLL”). We
13 bring extensive experience litigating consumer class actions in state and federal courts, including
14 cases involving consumer fraud, privacy, data security, and technology class actions across the
15 country. Our biographical profiles and relevant class action litigation experience at other law
16 firms prior to founding the Firm is described below.

17 **Grace E. Parasmó**

18 4. **Qualifications and Relevant Experience.** I obtained my law degree from New
19 York Law School in 2006. I was admitted to practice law in the states of New York and
20 California, in 2007 and 2016, respectively. I am admitted to practice before the following federal
21 courts: the United States District Courts for the Northern District of California, the Southern
22 District of California, the Central District of California, the Southern District of New York, and
23 the Eastern District of New York.

24 5. The entirety of my practice since graduating law school in 2006 has been spent
25 prosecuting class actions, including, *inter alia*, state and federal consumer class actions. I bring
26 eighteen years of experience in complex and class action litigation, including trial experience in
27 consumer and wage and hour class actions. I served as counsel in dozens of class actions across
28

1 the country resulting in hundreds of millions of dollars in relief for class members. I have
2 litigated a wide range of class actions and group litigation, including false and deceptive
3 advertising, consumer finance, wage and hour, antitrust, data privacy and technology, securities
4 fraud, and shareholder derivative litigation.

5 6. In the last decade, I served as class counsel in the following consumer class
6 actions: *King v. Bumble Trading, Inc.*, et al., No. 5:18-cv-06868-NC (N.D. Cal.) (secured a \$22.5
7 in nationwide class action under the California's Automatic Renewal Law and New York's
8 Dating Services Law.); *Slovin v. Sunrun, Inc. et al.*, No. 4:15-cv-05340-YGR (N.D. Cal.)
9 (secured a \$5.5 million settlement for a nationwide class for alleged Telephone Consumer
10 Protection Act violations); *VanCleave v. Abbott Laboratories*, No. 19-cv-345045 (Santa Clara
11 Cnty. Super. Ct) (pending certified class action under the UCL, CLRA, and FAL); *Halim v.*
12 *Charlotte Tilbury Beauty Inc.*, No. 1:23-cv-00094 (Illinois Chancery Div., Cook Cnty) (secured
13 \$2,925,000 and a prospective change in business practices for a class of consumers for alleged
14 violations of the Illinois Biometric Information Act).

15 7. I am also counsel in *Melzer v Johnson & Johnson Consumer, Inc.*, No. 3:22-cv-
16 03149 (D.N.J.), a putative class action alleging violations of the Illinois Biometric Information
17 Privacy Act on behalf of individuals in Illinois who allege that defendant collected, captured,
18 used, and stored their biometric identifiers and/or biometric information, including scans of their
19 facial geometry, without obtaining informed written consent, when they used a facial skin
20 analysis tool on a mobile and web application.

21 8. From 2006 through 2010, I was an associate attorney at Abbey Spanier Rodd
22 Abrams, LLC, a plaintiffs-side class action firm based in New York, New York. At Abbey
23 Spanier, I was counsel on class actions and other complex litigations in state and federal courts
24 across the country, including consumer protection, wage and hour, antitrust, securities fraud
25 actions, and shareholder derivative actions. I also was part of the legal team on a wage and hour
26 class action jury trial against Walmart for wage and hour violations, which resulted in a
27 judgment in excess of \$187 million on behalf of 187,000 hourly employees. In that particular
28

1 matter, I worked on the pre and post-trial motions and appeal of the verdict, which was affirmed
2 on appeal before the Supreme Court of Pennsylvania.

3 9. In 2011, I joined KamberLaw, LLC, where I was counsel on cutting-edge digital
4 privacy class actions against various technology companies such as Apple, Google, Hulu, and
5 HTC. As a partner at KamberLaw, I was appointed class counsel in *Guido v. L'Oréal U.S.A.*,
6 Inc., No. 11-CV-01067, (C.D. Cal.), a lawsuit alleging consumer fraud against L'Oreal for
7 omitting a flammability warning on the labeling of its Garnier Fructis hair styling products.
8 Plaintiffs obtained class certification, defeated a motion to decertify, and ultimately achieved a
9 class settlement in that case.

10 10. At KamberLaw, I had a substantial role both as an associate attorney and later as
11 partner, in the following consumer class actions involving cutting-edge privacy, data security and
12 information technology cases: *In Re: iPhone/iPad Application Consumer Privacy Litigation*,
13 MDL No. 2250 (N.D. Cal.); *In Re Hulu Privacy Litigation*, No. 3:11-CV-03764-LB (N.D. Cal.)
14 (*In Re Clearspring Flash Cookie Litig.*, No. 10-cv-05948-GW; *In Re Quantcast Advertising*
15 *Cookie Litig.*, 10-cv-05484-GW-JCG (C.D. Cal.); *Kim v. Space Pencil d/b/a Kissmetrics*, No.
16 3:11-cv-03796-LB (N.D. Cal. 2011); *Valentine v. NebuAd*, No. C 08-05113 TEH (N.D. Cal.
17 2011); and *Bose v. Interclick, Inc.*, No. 10 Civ. 9183 (DAB), (S.D.N.Y. 2011).

18 **Yitzchak H. Lieberman**

19 11. **Qualifications and Relevant Experience.** Mr. Lieberman obtained his law degree
20 in 2006 from Boston University School of Law. He was admitted to practice law in the states of
21 California and New York, in 2011 and 2014, respectively. He is also admitted to practice in the
22 United States District Courts for the Northern, Central, and Southern Districts of California.

23 12. Mr. Lieberman has extensive experience litigating consumer class actions,
24 including serving as trial counsel in a false advertising class action that proceeded to a jury trial.
25 He is counsel in numerous consumer class actions throughout the country spanning on issues
26 such as data privacy and technology cases, illegal call recording and telemarketing cases, false
27 advertising cases, and consumer financial cases.

1 13. In the last decade, Mr. Lieberman served as class counsel in the following
2 consumer class actions: *King v. Bumble Trading, Inc.*, et al., No. 5:18-cv-06868-NC (N.D. Cal.)
3 (secured a \$22.5 in nationwide class action under the California’s Automatic Renewal Law and
4 New York’s Dating Services Law.); *Slovin v. Sunrun, Inc. et al.*, No. 4:15-cv-05340-YGR (N.D.
5 Cal.) (secured a \$5.5 million settlement for a nationwide class for alleged Telephone Consumer
6 Protection Act violations); *VanCleave v. Abbott Laboratories*, No. 19-cv-345045 (Santa Clara
7 Cnty. Super. Ct) (pending certified class action under the UCL, CLRA, and FAL); *Halim v.*
8 *Charlotte Tilbury Beauty Inc.*, No. 1:23-cv-00094 (Illinois Chancery Div., Cook Cnty) (secured
9 \$2,925,000 and a prospective change in business practices for a class of consumers for alleged
10 violations of the Illinois Biometric Information Act).

11 14. He is also counsel in *Melzer v Johnson & Johnson Consumer, Inc.*, No. 3:22-cv-
12 03149 (D.N.J.), a putative class action alleging violations of the Illinois Biometric Information
13 Privacy Act on behalf of individuals in Illinois who allege that defendant collected, captured,
14 used, and stored biometric identifiers and/or biometric information, including scans of their
15 facial geometry, without obtaining informed written consent, when they used a facial skin
16 analysis tool on defendant’s mobile and web applications.

17 15. During law school, Mr. Lieberman was a Judicial Intern for the Hon. David I.
18 Schmidt, New York State Supreme Court, Kings County. Mr. Lieberman studied at Talmudical
19 academies and received his Bachelor of Talmudic Law (BTL). A BTL is a law degree
20 comprising the study, analysis and critical thinking methodology of Talmud, and focuses on
21 textual analysis, principles of logic, and game theory. Mr. Lieberman also studied ancient
22 Hebrew and Aramaic texts.

23 16. Prior to co-founding the Firm, he was a partner at KamberLaw, LLP, then based
24 in Los Angeles, California, and participated in the following consumer class actions: *In re*
25 *Collecto, Inc. Telephone Consumer Protection Act (TCPA) Litigation*, Master No. 1:14-md-
26 2513-RGS (D. Mass) (*Lofton v. Verizon*, No. 13-cv-05665 (N.D. Cal.); *Wang v. Bank of*
27 *America*, No. CGC 12-526452 (Sup. Ct. San Fran. Cty.); *Holmes v. NCO, Inc.*, No. 3:10-cv-2543
28

(S.D. Cal.); *Guido v. L'Oréal U.S.A., Inc.*, No. 11-CV-01067 (C.D. Cal.); *In Re Hulu Privacy Litigation*, No. 3:11-CV-03764-LB (N.D. Cal.).

WORK PERFORMED BY PARASMO LIEBERMAN LAW
ON BEHALF OF THE SETTLEMENT CLASS

17. I have taken a leadership role in all aspects of this litigation from the pre-filing investigation through settlement and the preparation of the motions for preliminary and final approval. Throughout each phase of the litigation, I, along with co-counsel, extensively investigated and researched the facts and circumstances underlying the pertinent issues and applicable law. Below is a non-exhaustive summary of the work performed by me and Mr. Lieberman on behalf of the Settlement Class, broken down by each phase of the litigation.

Phase 1: Initial Investigation, Research, and Drafting the Complaint.

18. The lawyers at PLL began working on this matter well before the complaint was filed. In early December 2022, after a consumer contacted Mr. Broslavsky's firm about unauthorized charges for renewed annual passes to SeaWorld San Diego. In response, we launched a broader investigation into whether other California consumers had experienced similar unauthorized charges by SeaWorld.

19. During Phase 1, I, along with co-counsel conducted extensive factual and legal research into SeaWorld's automatic renewal, cancellation, and refund practices. We interviewed dozens of annual pass holders, researched current and archived purchase flows for annual passes for SeaWorld's website and mobile applications throughout the class period, reviewed news articles, consumer complaints on the Better Business Bureau's website and social media platforms. PLL performed legal research into applicable claims and defenses. I consulted with experts on possible class-wide damages models. I also drafted and sent Defendants an ESI preservation notice.

20. Mr. Broslavsky and I drafted a detailed class action complaint based on this investigation and legal research, which was filed on February 28, 2023. SeaWorld filed its answer on May 25, 2023. Mr. Lieberman reviewed, edited, and finalized the complaint. Mr. Lieberman also participated in a strategy call during this phase.

21. I spent a total of at least 72.8 hours and Mr. Lieberman spent a total of at least 6.5 hours working on behalf of the Settlement Class in Phase 1 (12/1/2022 – 3/31/2023).

Phase II: Discovery and Related Motion Practice.

22. Following the filing of the complaint, I, along with co-counsel, drafted formal discovery and continued to investigate and develop the factual record, assess Defendants' defenses, and prepare for a class certification motion. We served two rounds of first party written discovery, including requests for production, special interrogatories, form interrogatories, and requests for admission, aimed at uncovering SeaWorld's policies and practices related to automatic renewals, cancellations, and remainder notices, and obtaining data and documents needed for class certification and a summary judgment motion.

23. The discovery process required substantial effort to address disputes. I engaged in multiple rounds of written and telephonic meet-and-confer communications on the following dates: September 1, 2023; September 27, 2023; November 10, 2023; December 1, 2023; April 21, 2024; May 7, 2025; and May 17, 2025 (correspondence), and September 11, 2023; October 5, 2023; November 17, 2023; June 20, 2024; and July 10, 2024 (telephonic conferences). I also reviewed and analyzed Defendants' rolling document productions and discovery responses, which were amended several times following productive meet and confers.

24. As part of my continuing factual investigation, I discovered two third-party vendors—Optimizely North America Inc. and Quantum Metric, Inc.—that had relevant data and documentation regarding the design and functionality of SeaWorld's website and mobile app, among a host of other documents relevant to class certification and the merits of the automatic renewal claims. Class Counsel believed these subpoenas were necessary to bridge potential gaps in Defendants' production. On April 11, 2024, Class Counsel served business records subpoenas on both vendors.

25. On May 23, 2024, Defendants filed two motions to quash portions of the subpoenas served on its third-party vendors. I, along with co-counsel, engaged in meet-and-confer efforts with the third parties and Defendants to narrow the scope of the disputes and avoid unnecessary motion practice. PLL also conducted legal research and analysis to evaluate the

1 merits of the third party's objections to the subpoena and Defendants' motions to quash. These
2 efforts were necessary to preserve and obtain relevant evidence critical to class certification and
3 liability issues, thereby justifying the time and resources devoted to this task.

4 26. I, along with co-counsel, drafted an *ex parte* application to compel Defendants to
5 complete their document production, to amend their discovery responses, and produce class
6 member contact information. The *ex parte* application proposed omnibus briefing schedules on
7 the discovery motions, including discovery from Defendants which falls within the scope of the
8 subpoenas served on its vendors, motions to compel the non-parties to comply with the
9 subpoenas, and Plaintiff's oppositions to Defendant's pending motions to quash the subpoenas. I
10 performed legal research in anticipation of the need to file these briefs quickly.

11 27. I argued the *ex parte* discovery hearing on July 18, 2025. The Court granted the
12 application in part, ordering SeaWorld to produce all existing responsive documents and the
13 parties to return for a further discovery hearing on August 22, 2024. (See Order dated July 18,
14 2024). Following the hearing, I continued to meet and confer with defense counsel (and counsel
15 for the non-parties), as ordered by the Court at the *ex parte* hearing.

16 28. Defendants also served discovery in October 2023, which required multiple
17 rounds of negotiations, leading to amended responses and supplemental productions through in
18 June 2024. Defendants served their final production and amended discovery responses in August
19 2024, after the *ex parte* discovery hearing.

20 29. I also appeared at all case management conferences held in this case.

21 30. I spent a total of at least 145.1 hours and Mr. Lieberman spent a total of at least
22 6.6 hours working on behalf of the Settlement Class in Phase 1 (4/1/2023 – 8/14/2024).

23 **Phase III: Mediation, Settlement, And Settlement Approval.**

24 31. Prior to the discovery hearing, the parties agreed to engage in mediation. To
25 facilitate meaningful settlement discussions, the parties exchanged targeted informal discovery,
26 including data on the number of automatically renewed annual passes and average renewal
27 prices, *inter alia*. I, along with co-counsel and Mr. Lieberman, researched and drafted the
28 mediation brief and prepared a set of exhibits for the mediator.

1 32. On November 20, 2024, I attended and participated in an in-person, full-day
2 mediation with Bruce Friedman, Esq., at JAMS. Mr. Lieberman participated remotely. With the
3 mediator's assistance, the parties reached a settlement in principle, the material terms of which
4 were memorialized in writing and agreed upon.

5 33. Following the mediation, I engaged in months of continued communication,
6 negotiation, and exchange of settlement drafts with Defendant's counsel, which resulted in the
7 drafting and execution of the finalized Settlement Agreement. I also had numerous
8 communications and meetings with the settlement administrator to assure that the settlement
9 agreement language accurately reflected the notice and settlement distribution procedures and
10 timing. I also drafted the class notices and proposed orders for preliminary and final approval of
11 the Class Settlement, which also went through many rounds of revisions with defense counsel
12 and the Settlement Administrator. These efforts culminated in a finalized Settlement Agreement
13 in March 2025.

14 34. I solicited bids from settlement administrators and conducted several meetings
15 and telephonic conferences with the selected administrator to design a notice and payment
16 program that would efficiently deliver direct payments without requiring Settlement Class
17 Members to file claims. I also worked closely with the settlement administrator on the logistics
18 of the payment process, including developing a system that allows Settlement Class Members to
19 elect a preferred payment method—electronic or paper—and ensuring that Class Members who
20 do not make a selection receive a default payment automatically.

21 35. I, along with co-counsel drafted the motion for preliminary approval and appeared
22 at the motion hearing on April 18, 2025. Following preliminary approval, I actively oversaw
23 implementation of the Settlement. This included several communications with the Settlement
24 Administrator and Defendants' counsel regarding the progress of the notice program, review of
25 settlement website, the press release, and the number of exclusions. I, along with co-counsel,
26 also monitored the dissemination of notice to ensure it was carried out effectively and obtained
27 weekly updates.

28 36. I spent a total of at least 161.4 hours and Mr. Lieberman spent a total of at least

1 12.3 hours working on behalf of the Settlement Class in Phase 3 (8/15/24 – 6/17/2025).

2 **PERCENTAGE OF THE FUND ANALYSIS**

3 37. Settlement Class Counsels seeks court approval of an award of attorneys’ fees in
4 the amount of one-third of the Settlement Fund, or \$500,000, for the work performed during the
5 course of this litigation, which will be paid from the settlement fund pursuant to the Settlement
6 Agreement and Release (“Settlement Agreement,” “Settlement” or “SA”).

7 38. The requested fee is reasonable compensation for services performed and the
8 recovery obtained for the Class and is consistent with California case law concerning percentage-
9 of-recovery fee awards in class action matters that result in a common fund. To date, no Class
10 Member has objected to the fee request.

11 39. The requested fee is reasonable given that Class Counsel have handled the
12 litigation on a pure contingency basis and invested substantial time and monetary resources on
13 behalf of the Settlement Class, with no guarantee of recovery.

14 40. Class Counsel faced highly capable defense attorneys from the firm Kinsella
15 Holley Iser Kump Steinsapir LLP, known for their trial successes. Defense counsel vigorously
16 advocated on behalf of Defendants. Despite the risks and challenges, Class Counsel successfully
17 negotiated a favorable settlement for the Settlement Class and have brought the case to the brink
18 of final approval.

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LODESTAR/MULTIPLIER CROSS CHECK

41. The requested fee is also justified under the lodestar-multiplier method applied as a “cross-check.” The total number of hours spent by attorneys at my firm on this action as of July 17, 2025 is **404.7 hours** for a total lodestar of **\$303,525**. That lodestar is broken down in the chart below.

<u>Attorney</u>	<u>Hours</u>	<u>Rate</u>	<u>Lodestar</u>
Grace E. Parasmó (Partner)	379.3	\$750	\$284,475
Yitzchak Lieberman (Partner)	25.4	\$750	\$19,050
TOTALS:	404.7		\$303,525

42. The lodestar set forth above does not include time spent solely on this motion for attorneys’ fees. It also excludes hours I determined to be duplicative or unnecessary. I estimate that my firm will spend an additional **40 hours** drafting and finalizing the final approval papers, appearing at the final approval hearing, supervising and coordinating with the Settlement Administrator in the distribution of settlement payments to Settlement Class Members, and responding to inquiries from Settlement Class Members, which is not included in Class Counsel’s lodestar. Thus, the requested fees will represent a smaller percentage of the lodestar by the time this case is concluded.

43. The hours expended by my firm were reasonable and necessary. Class Counsel firms worked cooperatively and ensured that the tasks necessary to litigate the case were allocated appropriately and were conducted efficiently, without undue duplication of effort, and at minimal expense.

44. Based on my knowledge of the class action plaintiff’s bar in Southern California, the rates charged by my firm are in line with or lower than the rates charged by other firms that handle class actions of similar size and complexity. *See e.g., Rickey v. Baller, Inc.*, Case No. 37-2022-00044840-CU-BT-CTL (Cal. Sup. Ct. San Diego Cnty.) (Declaration of Zachariah P. Dostart In Support of Plaintiffs’ Motion for Final Approval and Award of Attorneys’ Fees and Litigation Expenses) [fee request of 40% of common fund approved in ARL class action, with

1 partners' hourly billing rates at \$750 to \$975]; *See e.g., Nelson v. System 1 Inc*, Case No. 37-
2 2023-00045878-CU-BT-CTL (Cal. Sup. Ct. San Diego Cnty.) (March 7, 2025 Minute Order)
3 [court approved attorney's fee request in ARL class action, which included a billing rate of \$750
4 for 2008 graduate, as reasonable "[b]ased on experience with the southern California legal
5 markets, including Los Angeles and San Diego"].

6 45. The rates set forth above are also conservative when compared with rates set forth
7 in the Laffey Matrix, a schedule of billable rates for attorneys of various levels of seniority. A
8 true and correct copy of the Laffey Matrix, which was downloaded from its author's website,
9 <http://www.laffeymatrix.com/see.html>, is attached hereto as **Exhibit 1**. According to the Laffey
10 Matrix, the current prevailing market rate for attorneys with 11-19 years of experience (as me
11 and Mr. Lieberman each have) is \$948. Thus, the rates set forth above are well below the market
12 rates reflected in the Laffey Matrix and are conservative.

13 46. Further, Mr. Lieberman and I billed at the same rates in a class settlement
14 approved earlier this year on February 27, 2025. *Halim v. Charlotte Tilbury Beauty Inc.*, No.
15 1:23-cv-00094 (Illinois Chancery Div., Cook Cnty). The *Halim* court approved one-third of the
16 common fund based on the percentage of the fund method and did not utilize the lodestar
17 method.

18 47. I believe the rates are reasonable for the additional reason that they are billing
19 rates that normally would be charged to a fee-paying client in the private legal marketplace. The
20 billing rate of \$750 was charged by the firm to a client for non-contingency work performed by
21 Mr. Lieberman in other litigation.

22 48. Although Class Counsel is not seeking a multiplier, a multiplier to Class
23 Counsel's lodestar would be justified based on all of the applicable factors, as set forth below:

24 49. ***Novelty and Difficulty of the Question Involved.*** As an experienced class action
25 litigator, including cases involving ARL claims, I am familiar with the novelty and inherent
26 difficulty of the questions involved in this case. At least one court has denied certification of a
27 class where, as here, plaintiff and the class sought a full refund of the renewal price charged
28 under the "gift provision" of the ARL. (*See, e.g., Robinson v. OnStar, LLC* (S.D. Cal. Jan. 22,

2020, No. 15-CV-1731 JLS (MSB)) 2020 WL 364221, at *23.) In addition, whether the ARL’s gift provision applies to SeaWorld’s annual passes (as opposed to tangible goods only) has not yet been definitively determined by a California appellate court. (*Mayron v. Google LLC* (2020) 54 Cal.App.5th 566, 576 [“we need not reach the issue of whether the gift provision applies only to tangible goods...”]). There are a number of additional complex factual and legal issues in the case that pose risks to both class certification and to prevailing on the merits and achieving monetary recovery. Despite these challenges, Class Counsel has secured a substantial non-reversion and non-claims made cash settlement.

50. **Contingent Risk.** Class Counsel firm undertook and litigated this case on a purely contingent fee basis, assuming a significant risk that the litigation would yield no recovery and leave us uncompensated for our time and out of pocket costs. If the Parties continued to litigate this case, the Court would rule on class certification. Whichever claims cleared that hurdle would proceed to dispositive motions, and whichever claims cleared that hurdle, to trial. Regardless of the outcome at trial, the losing party would likely appeal. This process would likely take years to resolve.

51. Over the course of this litigation, Class Counsel have spent over 977 uncompensated attorney hours, as well as over \$15,000 in out-of-pocket costs all without any certainty of payment.

52. **Skill Displayed in Presenting a Complex Case.** Class Counsel has substantial experience litigating complex class actions in state and federal courts, including class actions under the California Unfair Competition Law, the California False Advertising Law, and the California Automatic Renewal Law. Plaintiff Blanco’s claims included allegations based on amendments to the ARL, which at the time of complaint filing, had imposed relatively new requirements related to cancellation mechanisms and reminder notices. These amendments have not been meaningfully tested in the courts and present novel legal questions, which along with the uncertainty of the ability to recover restitution under the gift provision of the ARL (*see supra*, at 49), created uncertainties and complexities regarding the ability to prevail on liability issues, achieve class certification, and propose viable class-wide damages models tethered to the

1 alleged ARL violations. The Settlement was achievable only because Class Counsel had a high
2 degree of skill, experience, and the resources necessary to prosecute the case and negotiate a
3 settlement despite these risks, complexities, and uncertainties.

4 53. **Preclusion of Other Employment.** To meet the needs of the case, my firm had to
5 divert attorney time that would otherwise have been spent on the firm's other class actions and
6 declined taking on other class actions that the firm was presented with.

7 **COOPERATION WITH CO-COUNSEL IN THIS ACTION**

8 54. PLL worked cooperatively with Co-Class Counsel, Zack Broslavsky of
9 Broslavsky & Weinman, LLP and Ethan Preston of Preston Law Offices in this matter. We
10 ensured that the tasks necessary to litigate the case were allocated appropriately and were
11 conducted efficiently, without undue duplication of effort, and at minimal expense. We worked
12 efficiently with each other and complemented each other's work and skill-sets. Because we were
13 not paid by the hour, we had an incentive to conduct our efforts efficiently. Likewise, because
14 we were responsible for advancing all expenses, we had an incentive not to expend funds
15 unnecessarily.

16 **THE REQUESTED COSTS ARE REASONABLE**

17 55. The Settlement Agreement allows Class Counsel to seek reimbursement of
18 litigation costs in the amount of up to \$20,000 (in addition to an award of attorneys' fees). (SA §
19 2.7.c.)

20 56. PLL incurred **\$4,889.96** in unreimbursed, out-of-pocket litigation
21 expenses. These expenses include filing and service, Pacer and docket research fees, Internet
22 outreach to class members/witness fees, mediation fees, contract paralegal costs, and travel costs,
23 as detailed in the chart below:

24

<u>Type of Expense</u>	<u>Amount</u>
Filing and Service Fees	\$313.23
Pacer/ Docket Research	\$83.80
Internet Outreach to Class Members/Witnesses	\$907.50
Mediation Fees	\$2,867.86

25
26
27
28

Contract Paralegal	\$638.60
Travel Charges	\$78.97
Total	\$4,889.96

57. Each of these costs were reasonable and necessary for the investigation, prosecution, and settlement of this, and are documented in receipts, invoices, and expense records prepared and maintained by my firm in the ordinary course of business.

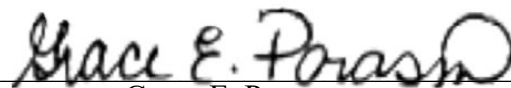
THE REQUESTED SERVICE AWARD IS REASONABLE

58. The Settlement Agreement permits Class Counsel to request a service payment to the Class Representative of up to \$10,000. (SA § 2.8.b). The requested service award of \$10,000 to Plaintiff Blanco is appropriate to compensate him for the substantial time and effort he has expended in this litigation, as described in his declaration.

59. Mr. Broslavsky and I have worked closely with Plaintiff Blanco, who has been actively and diligently pursuing this litigation in cooperation with Class Counsel. Since the filing of the lawsuit, he has assisted with Class Counsel's investigation of the claims and defense, reviewed the complaint, provided access to his annual pass account, provided discovery, asked for updates about his case, and shared his views and input on important aspects of the litigation and the settlement relief, and kept informed about the status of the Settlement. He was critical to obtaining the relief for the Settlement Class.

I declare under penalty of perjury under the laws of the State of California and United States of America that the foregoing is true and correct.

Executed this day of July 20, 2025 in Los Angeles, California



Grace E. Parasmo

EXHIBIT 1

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

** $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.*

*** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.*