

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

Grace E. Parasmol (State Bar No. 308993)
gparasmol@parasmoliebermanlaw.com
Yitzchak H. Lieberman (State Bar No. 277678)
ylieberman@parasmoliebermanlaw.com
PARASMO LIEBERMAN LAW
7119 West Sunset Boulevard, Suite 808
Los Angeles, California 90046
Telephone: (646) 509-3913

Zack Broslavsky (State Bar No. 241736)
Jonathan A. Weinman (State Bar No. 256553)
BROSLAVSKY & WEINMAN, LLP
1500 Rosecrans Avenue, Suite 500
Manhattan Beach, California 90266
Phone: (310) 575-2550

*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*

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S UNOPPOSED
MOTION FOR ATTORNEYS' FEES,
COSTS, AND SERVICE AWARD
FOR CLASS REPRESENTATIVE**

Date: August 15, 2025

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Trial Date: Not Set

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21	Bus. & Prof. Code, § 17500, et seq.	7

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 The Settlement that Class Counsel has achieved in this consumer class action establishes a non-
4 reversionary, common fund of \$1.5 million. In conjunction with Plaintiff Daniel Blanco's ("Plaintiff"
5 or "Class Representative") motion for final approval¹, Plaintiff respectfully requests that the Court
6 approve: (1) an award of attorneys' fees in the amount of one-third of the settlement fund, or \$500,000,
7 for the work performed in this litigation; (2) reimbursement of Class Counsel's litigation costs in the
8 amount of \$15,392.06; and (3) a service award for the Class Representative in the amount of \$10,000.
9 These amounts will be paid from the settlement fund pursuant to the Settlement Agreement and
10 Release ("Settlement Agreement," "Settlement" or "SA").² Defendants SeaWorld Parks and
11 Entertainment, Inc. and SeaWorld, LLC ("SeaWorld" or "Defendants") do not oppose these requests.

12 The requested attorneys' fees, costs, and service award are fair and reasonable. An attorney
13 fee award of one-third of the common fund is the standard percentage award in class actions and is
14 well-supported here. In fact, courts in San Diego County regularly approve fee awards of one-third or
15 higher (38% to 40%) in class actions like this one for alleged violations of the California Automatic
16 Renewal Law ("ARL"), Bus. & Prof. Code, §§ 17600-17606. The requested fee is reasonable in light
17 of the substantial time and expense Class Counsel dedicated to this matter on a contingency basis, with
18 no guarantee of success, and in light of the meaningful relief obtained for the Settlement Class. Unlike
19 other ARL class settlements, here the Settlement is composed entirely of cash—*no coupons or*
20 *vouchers*—and the Individual Class Payments will be automatic; Settlement Class Members do not
21 need to file a claim to receive a settlement payment. If awarded, a one-third fee would result in a
22 negative multiplier of less than 0.67 of Class Counsel's lodestar, further demonstrating its
23 reasonableness. In addition, Class Counsel's litigation costs were necessarily incurred and are
24 reasonable. The requested service award to the Class Representative is likewise reasonable and
25 recognizes his active participation and substantial contributions to this case, which were instrumental
26

27 ¹ Plaintiff will file his motion for final approval on or before July 24, 2025.

28 ² A copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Grace E. Parasmio
in Support of Preliminary Approval ("Parasmio Prelim. Decl."), filed March 26, 2025. Unless
otherwise noted, all capitalized terms used herein are defined the Settlement Agreement.

1 in achieving an excellent outcome for the Settlement Class. Accordingly, Plaintiff respectfully
2 requests that the Court approve the requested attorneys' fees, costs, and service award.

3 **II. THE TIME AND EFFORT CLASS COUNSEL SPENT LITIGATING THIS MATTER**

4 **A. Initial Investigation, Research, and Drafting the Complaint**

5 Class Counsel invested significant time and resources into pursuing this case on behalf of
6 the Class. Class Counsel also extensively investigated and researched the facts and circumstances
7 underlying the pertinent issues and applicable law. (Declaration of Grace E. Parasmo ("Parasmo
8 Decl.") ¶ 17).

9 Class Counsel began working on this matter well before the complaint was filed. In early
10 December 2022, a consumer contacted Class Counsel after discovering alleged unauthorized charges
11 for renewed annual passes to SeaWorld San Diego. (Parasmo Decl. ¶ 18; Declaration of Zack
12 Broslavsky ("Broslavsky Decl.") ¶ 5.) In response, Class Counsel launched a broader investigation
13 into whether other California consumers had experienced similar unauthorized charges by SeaWorld.
14 (*Id.*)

15 Class Counsel conducted extensive factual and legal research into SeaWorld's automatic
16 renewal, cancellation, and refund practices. (Parasmo Decl. ¶ 19; Broslavsky Decl. ¶ 5-6.) This
17 included interviews with dozens of annual pass holders, review and preservation of purchase flows
18 from SeaWorld's website and mobile applications throughout the class period, review of news articles
19 and consumer complaints. (*Id.*)

20 On February 28, 2023, Class Counsel filed a detailed complaint based on their investigation
21 and research. (Parasmo Decl. ¶ 20; Broslavsky Decl. ¶ 6.)

22 **B. Discovery and Related Motion Practice**

23 Following the filing of the complaint, Class Counsel drafted formal discovery and continued to
24 investigate and develop the factual record, assess Defendants' defenses, and prepare for a class
25 certification motion. (Parasmo Decl. ¶ 22.)

26 Class Counsel served two rounds of written discovery, including document demands, special
27 interrogatories, form interrogatories, and requests for admissions. (Parasmo Decl. ¶ 22; Broslavsky
28 Decl. ¶ 7.) Both rounds of discovery necessitated multiple and extensive meeting and conferring,

1 including meet and confer correspondence exchanged between the parties and telephonic conferences.
2 (Parasmo Decl. ¶ 23; Broslavsky Decl. ¶ 7.)

3 Through their own continued investigation, Class Counsel also identified two of Defendants'
4 vendors, Optimizely North America Inc. and Quantum Metric, Inc., who allegedly documented the
5 design, functionality and user experience of the SeaWorld San Diego website and mobile application.
6 (Parasmo Decl. ¶ 24; Declaration of Ethan Preston ("Preston Decl.") ¶ 5.) On April 11, 2024, Plaintiff
7 served business records subpoenas on these two entities, triggering Defendants' motions to quash, and
8 further meeting and conferring with these non-parties. (Parasmo Decl. ¶ 24-25; Preston Decl. ¶ 7.)

9 On July 15, 2024, Blanco filed an *ex parte* application to compel Defendants to complete their
10 document production and on other discovery disputes. (Parasmo Decl. ¶ 27; Preston Decl. ¶ 8.) On
11 July 18, 2024, the Court granted the application in part, ordering SeaWorld to produce all existing
12 responsive documents and for the parties to return for a further discovery conference on August 22,
13 2024. (Parasmo Decl. ¶ 27; *See* Order dated July 18, 2024.). Class Counsel continued to meet and
14 confer with defense counsel and counsel for the non-parties. (*Id.*)

15 Defendants also served discovery in October 2023, which required multiple rounds of meeting
16 and conferring, leading to amended responses and supplemental productions through August 2024.
17 (Parasmo Decl. ¶ 28; Broslavsky Decl. ¶ 8.)

18 **C. Mediation, Settlement and Settlement Approval**

19 Prior to the discovery conference, the parties agreed to engage in mediation. To facilitate
20 meaningful settlement discussions, the parties exchanged targeted informal discovery, including data
21 on the number of automatically renewed annual passes and average renewal prices, *inter alia*.
22 (Parasmo Decl. ¶ 31; Broslavsky Decl. ¶ 10.) Class Counsel prepared a detailed mediation brief, with
23 screenshots of SeaWorld's purchase flow. (*Id.*)

24 On November 20, 2024, Class Counsel attended and participated in an in-person, full-day
25 mediation with Bruce Friedman, Esq., at JAMS. (Parasmo Decl. ¶ 32; Broslavsky Decl. ¶ 10; Preston
26 Decl. 9.) With the mediator's assistance, the parties reached a settlement in principle, the material
27 terms of which were memorialized in writing and agreed upon. (*Id.*)

1 Following the mediation, Class Counsel engaged in months of continued communication,
2 negotiation, and exchange of settlement drafts with Defendant’s counsel, which resulted in the drafting
3 and execution of the finalized Settlement Agreement. (Parasmo Decl. ¶ 33.) Class Counsel also
4 drafted the class notices and proposed orders for preliminary and final approval of the class Settlement,
5 which went through many rounds of revisions with defense counsel and the Settlement Administrator.
6 (*Id.*) These efforts culminated in a finalized Settlement Agreement in March 2025. (*Id.*)

7 Class Counsel solicited bids from settlement administrators and held multiple meetings with
8 the selected administrator to design a notice and payment program that would ensure cost-efficient
9 direct payments to class members without the need to file claims and to maximize the reach of the
10 notice program. (*Id.* at ¶ 34.)

11 Class Counsel drafted the motion for preliminary approval and appeared at the motion hearing
12 on April 18, 2025. (*Id.* at ¶ 35.) Following preliminary approval, Class Counsel actively oversaw
13 implementation of the Settlement. (*Id.*, Broslavsky Decl. ¶ 11.) This included communications with
14 the Settlement Administrator and Defendants’ counsel regarding the progress of the notice program,
15 review of settlement website and press release, and the number of exclusions. Class Counsel also
16 monitored the dissemination of notice to ensure it was carried out effectively. (*Id.*)

17 **III. THE REQUESTED ATTORNEYS’ FEES ARE FAIR, REASONABLE, AND**
18 **JUSTIFIED AND SHOULD BE APPROVED BY THE COURT**

19 Pursuant to the Settlement Agreement, Class Counsel is seeking an award of attorneys’ fees in
20 the amount of 500,000, or one-third of the Gross Settlement Amount to be paid from the common
21 settlement fund. (SA § 2.7.c.)

22 The California Supreme Court has recognized two approaches to calculating attorney fee awards
23 in class action settlements—the percentage of the recovery and the lodestar-multiplier methods. (*See*
24 generally, *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal. 5th 480 [discussing both methods and reviewing
25 the history of these approaches in class action litigation]. The “percentage of recovery” (also known as
26 the “common fund”) method calculates attorneys’ fees based on a percentage of the common benefit
27 bestowed upon the class. (*Laffitte*, 1 Cal. 5th at 489). The “lodestar-multiplier,” on the other hand, is
28 determined by multiplying the hours counsel reasonably expended by their reasonable hourly rates—

1 which the court may increase or decrease—“by applying a positive or negative ‘multiplier’ to take into
2 account a variety of other factors, including the quality of the representation, the novelty and complexity
3 of the issues, the results obtained, and the contingent risk presented.” (*Laffitte* 1 Cal. 5th at 489 [holding
4 that trial court did not abuse its discretion in calculating an attorney fee award from a class action
5 common fund as a percentage of the fund, while using the lodestar-multiplier method as a cross-check
6 of the selected percentage.”]) Class Counsel respectfully submits that fee request is reasonable under
7 either approach.

8 **A. The Requested Fee Award Calculated as a Percentage of the Common Fund is**
9 **Fair and Reasonable**

10 Generally, the percentage method is deemed most appropriate in “common fund” cases such as
11 this one, i.e., when the efforts of counsel have “resulted in the preservation or recovery of a certain or
12 easily calculable sum of money out of which sum or ‘fund’ the fees are to be paid.” (*Serrano v. Priest*
13 (1977) 20 Cal.3d 25, 35; *Laffitte, supra*, 1 Cal.5th at 489, 493-94.) As the California Supreme Court
14 has explained, the percentage of recovery method has the “recognized advantages” of ease of
15 calculation, alignment of incentives between counsel and the class, a better approximation of market
16 conditions in contingency cases, and the fact that it avoids any potential incentive to unnecessarily
17 prolong the litigation. (*Laffitte, supra*, 1 Cal.5th at p. 503.) Conversely, the lodestar method misaligns
18 the interests of class counsel and the class members and incentivizes unnecessary work. (*See also* 5
19 Newberg on Class Actions § 15:65 (5th ed.) [“Under the percentage method, counsel have an interest in
20 generating as large a recovery for the class as possible, as their fee increases with the class’s take. By
21 contrast, when class counsel’s fee is set by an hourly rate, the lawyers have an incentive to run up as
22 many hours as possible in the litigation so as to ensure a hefty fee, even if the additional hours are not
23 serving the clients’ interests in any way.”])

24 Class Counsel thus submits that the percentage method is most appropriate for the instant case.
25 (*See Laffitte, supra*, 1 Cal.5th at p. 506 [a lodestar cross-check is not required: trial courts “also retain
26 the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a
27 requested percentage fee.”])
28

1 **B. California Courts in Consumer and Automatic Renewal Cases Have Awarded**
2 **Fees of One-Third or More of the Common Fund**

3 Common fund fee awards can range from 20% to 50%. (*See Laffitte, supra*, 1 Cal.5th at p. 487
4 [noting class counsel’s assertion that “the historical range of common fund fee awards is 20% to 50%].
5 Fee awards tend to average around one-third of the recovery. (*Chavez v. Netflix, Inc.* (2008) 162
6 Cal.App.4th 43, 64-65, 66, fn. 11[“Empirical studies show that, regardless whether the percentage
7 method or the lodestar method is used, fee awards in class actions average around one-third of the
8 recovery.”]; *Consumer Privacy Cases, supra*, 175 Cal.App.4th at p. 557, fn. 13).

9 Courts in the Superior Court for San Diego County routinely award attorneys’ fees equaling or
10 **exceeding** one-third of the common fund. (*See, e.g. Gargir v. SeaWorld Inc.*, Case No. 37-2015-
11 00008175-CU-MC-CTL (Cal. Sup. Ct. San Diego Cnty. October 21, 2016) [approving 33.3% fee
12 request in an ARL class action against SeaWorld]; *Gore vs Potpourri Group Inc.*, 37-2020-00019745-
13 CU-BT-CTL (Cal. Sup. Ct. San Diego Cnty. June 1, 2020) [approving 38% fee request in an ARL class
14 action]; *Rickey v. Baller, Inc.*, Case No. 37-2022-00044840-CU-BT-CTL (CTL (Cal. Sup. Ct. San Diego
15 Cnty. November 7, 2022) [approving 40% fee request in an ARL class action]; *McKinney, Koller, et al.*
16 *v. Consumer Reports, Inc.*, Case No. 37-2020-00046677-CU-BT-CTL (Cal. Sup. Ct. San Diego Cnty.
17 March 2, 2020) [approving 38% fee request in an ARL class action]; *Cruz v. Synapse Group Inc., et al.*,
18 Case No. 37-2018-00032240-CU-MC-CTL (Cal. Sup. Ct. San Diego Cnty. June 28, 2018) [approving
19 38% fee request in an ARL class action]; *Nelson v. System 1 Inc*, Case No. 37-2023-00045878-CU-BT-
20 CTL (Cal. Sup. Ct. San Diego Cnty. October 20, 2023) [approving 33.3% fee request in an ARL class
21 action]; *Terrado et al., v. Accredited Debt Relief, LLC*, Case No. 37-2018-00014181-CU-OE-CTL (Cal.
22 Sup. Ct. San Diego Cnty. March 21, 2018) [approving 33.3% fee request and \$16,000 in litigation costs,
23 which equated to 1.62 multiplier]; *Shachno et al., v. KT Hotels, LLC*, et al, Case No. 37-2018-0043601-
24 CU-OE-CTL (Cal. Sup. Ct. San Diego Cnty. August 28, 2018) [approving 33.3% fee request]).

25 The requested one-third award is likewise fully supported in this case. Class Counsel undertook
26 the litigation on a pure contingency basis. (Parasmo Decl. ¶ 39, 50.) The Parasmo Declaration in
27 support of this motion details the substantial risks, novelty, and complexities of the case, including the
28 uncertainty that the Settlement Class could recover restitution on a class-wide basis under the Unfair

Competition Law (“UCL”), Bus. & Prof. Code, § 17200, et seq. and the California False Advertising Law (“FAL”), Bus. & Prof. Code, § 17500, et seq.) (Parasmo Decl. ¶¶ 49, 53.) Class Counsel invested substantial time and resources on behalf of the Settlement Class, with no guarantee of recovery and a substantial risk of nonpayment. (*Id.* ¶ 51). Class Counsel zealously litigated and negotiated this matter to obtain a substantial monetary settlement composed entirely of cash and with no reversion to Defendants, and Class Members are not required to file a claim to receive their settlement payments. The requested fee therefore represents fair compensation to Class Counsel for obtaining a significant result for the Settlement Class despite undertaking risky and expensive litigation on a contingent basis.

C. **The Requested Fee Award is Also Fair and Reasonable Under a Lodestar Cross-Check**

The requested fee is also reasonable under the lodestar-multiplier cross-check. As noted above, a lodestar figure is calculated based on the time spent and reasonable hourly rates, which may then be adjusted by a multiplier if appropriate. Courts conducting lodestar cross-checks are not required to closely scrutinize each attorney-hour but instead “focus on the general question of whether the fee award appropriately reflects the degree of time and effort expended by the attorneys.” (*Laffitte*, 1 Cal. 5th at 505.)

Through the filing of this motion (July 20, 2025), Class Counsel, collectively, have expended at least 979.3 hours in this litigation to date for a combined lodestar of \$742,440, as follows:

Attorney	Hours	Rate	Lodestar
Grace E. Parasmo/ Yitzchak H. Lieberman, Parasmo Lieberman Law	404.7	\$750	\$303,525
Zack Broslavsky, Broslavsky & Weinman LLP	397.6	\$750	\$298,200
Ethan Preston, Preston Law Offices	177	\$795	\$140,715
<u>Total</u>	979.3		<u>\$742,440</u>

(Parasmo Decl. ¶ 41, Broslavsky Decl. ¶¶ 12-13; Preston Decl. ¶¶ 13.) The hours reflect time reasonably

1 spent litigating this case to date. These hours do not include additional time that Class Counsel will
2 necessarily expend finalizing the final approval papers, appearing at the final approval hearing,
3 supervising and coordinating with the Settlement Administrator concerning the distribution of
4 settlement payments and responding to inquiries from Settlement Class Members. (Parasmo Decl. ¶ 42,
5 Broslavsky Decl. ¶ 12.)

6 The three Class Counsel firms worked cooperatively and ensured that the tasks necessary to
7 litigate the case were allocated appropriately and were conducted efficiently, without undue duplication
8 of effort, and at minimal expense. (Parasmo Decl. ¶¶ 43, 54.) Here, Class Counsel has substantial
9 experience litigating complex class actions generally, including ones involving deceptive advertising in
10 particular. (Parasmo Decl. ¶¶ 3-16; Preston Decl. ¶ 14; Broslavsky Decl. ¶ 3.) Further, the applied hourly
11 rates are commensurate with the rates of practitioners with similar experience within the Southern
12 California legal market and are below the benchmark rates set forth in the Laffey Matrix. (Parasmo
13 Decl. ¶ 44-45, Ex.1, Broslavsky Decl. ¶ 15; Preston Decl. ¶ 14.)

14 Courts routinely approve positive multipliers to reward counsel for undertaking risky or complex
15 litigation. (*See Laffitte*, supra, 1 Cal. 5th at 487 [approving 1/3 fee award with multiplier of 2.03 to
16 2.13]; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254 [“Multipliers can range from
17 2 to 4 or even higher.”]; 4 Newberg on Class Actions § 14.7 [courts typically approve percentage awards
18 based on lodestar cross-checks of 1.9 to 5.1 or even higher, and “the multiplier of 1.9 is comparable to
19 multipliers used by the courts”]). Here, dividing the requested fee by the lodestar to date yields a
20 negative multiplier of 0.67, meaning the requested fee of \$500,000 reflects a 33% *discount* from the
21 lodestar. This also demonstrates the fee request is fair and reasonable.

22 **D. The Factors Considered by Courts in Determining a Multiplier Further Support the**
23 **Award**

24 The factors considered by courts in determining a multiplier include: “(1) the novelty and
25 difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the extent to which
26 the nature of the litigation precluded other employment by the attorneys, (4) the contingent nature of the
27 fee award.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132; *PLCM Group, Inc. v. Drexler* (2000) 22
28 Cal.4th 1084, 1096.)

1 With respect to factor (1), the novelty and challenges presented by this class action and the
2 results achieved support the award. There were several complex factual and novel legal issues that
3 posed significant risks to both class certification and to prevailing on the merits and achieving
4 monetary recovery. (Parasmo Decl. ¶ 49.). For example, whether the ARL’s gift provision applies to
5 SeaWorld’s annual passes (as opposed to tangible goods only) has not yet been definitively
6 determined by a California appellate court. (*Mayron v. Google LLC* (2020) 54 Cal.App.5th 566, 576
7 [“we need not reach the issue of whether the gift provision applies only to tangible goods...”]). (*Id.* ¶
8 49.). Class Counsel’s declaration identifies other complexities and novel issues. (Parasmo Decl. ¶ 49,
9 52.). Despite these challenges, Class Counsel has secured a substantial non-reversionary and non-
10 claims made cash settlement. (*Id.*)

11 With respect to factor (2), Class Counsel are all experienced class action attorneys and have
12 effectively and efficiently handled the case, thus demonstrating their skill in presenting the issues.
13 (Parasmo Decl. ¶ 52, Broslavsky Decl. ¶¶ 2-3; Preston Decl. ¶¶ 14-15.) Class Counsel has substantial
14 experience litigating complex class actions in state and federal courts, including class actions under the
15 California Unfair Competition Law, the California False Advertising Law, and the California
16 Automatic Renewal Law. (Parasmo Decl. ¶ 52) In addition, Plaintiff Blanco’s claims included
17 allegations based on amendments to the ARL, which at the time of complaint filing, had imposed
18 relatively new requirements related to cancellation mechanisms and reminder notices. (*Id.*) These
19 provisions have not been meaningfully tested in the courts and present novel legal questions and
20 uncertainties, impacting the ability to prevail on liability, achieving class certification, and formulate
21 viable class-wide damages models. (*Id.*). The Settlement was achievable only because Class Counsel
22 had a high degree of skill, experience, and the resources necessary to negotiate a settlement despite
23 these risks. (*Id.*)

24 Additionally, the quality of opposing counsel is important in evaluating the quality of the work
25 done by Class Counsel. Here, Class Counsel faced highly capable defense attorneys from the firm
26 Kinsella Holley Iser Kump Steinsapir LLP, known for their trial successes. (Parasmo Decl. ¶ 40.)
27 Defense counsel vigorously advocated on behalf of Defendants. (*Id.*) Despite the risks and challenges,
28 Class Counsel successfully negotiated a favorable settlement for the Settlement Class and have

1 brought the case to the brink of final approval.

2 Additionally, as to factor (3), the extent to which the case precluded the attorneys from
3 accepting other work, Class Counsel are all small firms and the litigation resulted in Class Counsel
4 foregoing other employment. (Parasmo Decl. ¶ 53, Broslavsky Decl. ¶ 14.)

5 Finally, as to factor (4), Class Counsel took this case on a contingent basis and thus faced the
6 risk of receiving no payment at all for their efforts or at least delayed payment. (Parasmo Decl. ¶ 50-
7 51.) Courts approve awards that provide attorneys who represent clients under fee agreements a larger
8 fee than the market value of their services to help assure adequate representation for plaintiffs unable
9 to afford accomplished attorney hourly rates. As the California Supreme Court noted, “a contingent
10 fee contract, since it involves a gamble on the result, may properly provide for a larger compensation
11 than would otherwise be reasonable.” (*Ketchum*, 24 Cal. 4th at 1132-33, citation and internal
12 quotation marks omitted).

13 Contingency fee cases are risky because attorneys are paid nothing for their time unless the
14 action is successful. And unlike attorneys who are paid for their work regardless of outcome and can
15 withdraw from a case if they go unpaid, Class Counsel committed themselves to prosecuting the case
16 despite the risk that they would neither recoup their advanced costs nor be paid for their time and
17 effort. (Parasmo Decl. ¶ 50-51.) California courts thus recognize that “the experience of the
18 marketplace indicates that lawyers generally will not provide legal representation on a contingent basis
19 unless they receive a premium for taking that risk.” (*Ketchum*, 24 Cal. 4th at 1136 (quoting Samuel R.
20 Berger, Court Awarded Attorneys’ Fees: What is “Reasonable?” 126 U. Pa. L. Rev. 281, 324-25
21 (1977))). “Given the unique reliance of our legal system on private litigants to enforce substantive
22 provisions of law through class and derivative actions, attorneys . . . must be provided incentives
23 roughly comparable to those negotiated in the private bargaining that takes place in the legal
24 marketplace, as it will otherwise be economic for defendants to increase injurious behavior.” (*Lealao*
25 *v. Beneficial Cal., Inc.* (2000) 82 Cal. App. 4th 19, 26.) “A lawyer who both bears the risk of not
26 being paid and provides legal services is not receiving the fair market value of his work if he is paid
27 only for the second of these functions. If he is paid no more, competent counsel will be reluctant to
28 accept fee award cases.” (*Ketchum*, 24 Cal. 4th at 1132-33.) Indeed, the Ninth Circuit has observed,

1 “attorneys whose compensation depends on their winning the case must make up in compensation in
2 the cases they win for the lack of compensation in the cases they lose.” (*Vizcaino v. Microsoft Corp.*,
3 (9th Cir. 2002) 290 F. 3d 1043, 1051)

4 While an enhancement multiplier would accordingly be warranted in this case, the request here
5 is less than the actual expended lodestar. (*Supra* at III.C.) Because the foregoing analysis
6 demonstrates the reasonableness of the attorneys’ fees requested, the Court should approve an award
7 in the requested amount.

8 **IV. THE COURT SHOULD APPROVE THE REQUESTED COST AWARD**

9 The Settlement Agreement allows Class Counsel to seek reimbursement of litigation costs in
10 the amount of up to \$20,000. (SA § 2.7.c.) Class Counsel seek reimbursement for litigation costs of
11 \$15,392.06. (Parasmo Decl., ¶ 56, Broslavsky Decl., ¶ 15, Preston Decl. ¶ 17.) These expenses include
12 filing and service fees, mediator fees, travel costs, Pacer/docket research, contract paralegal costs and
13 Internet outreach to class members/witnesses.³ (*Id.*) The details of those costs are set forth in Class
14 Counsel’s declarations. (*Id.*) All of the costs were reasonable and necessary for the prosecution and
15 investigation of this case. (*Id.*) Therefore, the Court should approve the requested cost award of
16 \$15,392.06.

17 **V. THE COURT SHOULD APPROVE THE REQUESTED SERVICE AWARD TO THE** 18 **CLASS REPRESENTATIVE**

19 The Settlement Agreement permits Class Counsel to request service payments to Class
20 Representative of up to \$10,000. (SA § 2.8.b) Courts routinely approve service awards to compensate
21 named plaintiffs for the expense or risk they incur during the course of the class action litigation,
22 including in amounts greater than the amount requested here. (See, e.g., *McKinney, Koller, et al. v.*
23 *Consumer Reports, Inc.*, Case No. 37-2020-00046677-CU-BT-CTL (Cal. Sup. Ct. San Diego Cnty.

25 ³ Class Counsel’s costs also include \$638.60 in contract paralegal expenses, which are
26 recoverable as litigation costs. (*See In re Anthem, Inc. Data Breach Litigation* (N.D. Cal. Aug. 17,
27 2018) No. 15-MD-02617- LHK, 2018 WL 3960068, *18 [court commended the practice of treating
28 contract professional work as a cost rather than incorporating it into marked-up lodestar rates: “Not
only does that practice reap cost savings for the clients, but it also promotes judicial efficiency by
avoiding a judicial determination of fees”].

1 March 2, 2020) [approving \$10,000 each to two class representatives]; *Gore vs Potpourri Group Inc.*,
2 37-2020-00019745-CU-BT-CTL (Cal. Sup. Ct. San Diego Cnty. June 1, 2020) [approving an award of
3 \$10,000 to class representative]; *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380,
4 1393-1395 [affirming awards of \$10,000 to each of four named plaintiffs, for a total of \$40,000]; *Singer*
5 *v. Becton Dickinson & Co.* (S.D.Cal., June 1, 2010, No. 08-CV-821-IEG (BLM)) 2010 WL 2196104, at
6 *7 [\$25,000 award]; *Mirkarimi v. Nev. Prop. I, LLC* (S.D.Cal., Feb. 29, 2016, No. 12cv2160 BTM
7 (DHB)) 2016 WL 795878, at *6 [\$30,000 award]; *Ross v. U.S. Bank Nat'l Ass'n*, 2010 WL 3833922, at
8 *3 (N.D. Cal. Sept. 29, 2010) [approving an award of \$20,000 to each of four named plaintiffs];
9 *Ridgeway v. Wal-Mart Stores Inc.*, 2017 WL 4071293, at *19 (N.D. Cal., Sept. 14, 2017) [\$15,000
10 incentive awards for each of the named plaintiffs awarded];)

11 The service award of \$10,000 to Plaintiff Blanco is appropriate to compensate him for the
12 substantial time and effort he has expended in this litigation. Plaintiff Blanco worked extensively with
13 Class Counsel over the course of the nearly two years from the initial investigation of the claims to
14 settlement. (Declaration of Daniel Blanco (“Blanco Decl.”) ¶ 3; Parasmo Decl. ¶ 59). Prior to filing
15 the complaint, Plaintiff had numerous phone conversations with Class Counsel and searched for and
16 provided relevant documents relating to his purchase of Sea World's annual passes, auto-renewal
17 charges, and cancellation of the passes. (Blanco Decl. ¶ 3.) After the filing of the complaint, Blanco
18 then had to answer extensive discovery propounded by Defendants. (*Id.* ¶ 5.) This necessitated
19 numerous further conversations with Class Counsel about the interrogatory questions, requests for
20 admission, and document requests. (*Id.* ¶ 5.) He searched for and gathered numerous additional
21 documents, including personal photos of family visits to SeaWorld, phone records, credit card
22 statements, and text messages about SeaWorld. (*Id.* ¶ 5.) Plaintiff Blanco’s participation was critical
23 to the success of this litigation. (Parasmo Decl. ¶ 59.) For these reasons, the requested service
24 payment is fully warranted and should be approved.

25 VI. CONCLUSION

26 Based on the foregoing, Plaintiff respectfully requests that the Court approve attorneys’ fees
27 and costs in the amount of \$500,000 and \$15,392.06 respectively, and a service award for the Class
28 Representative in the amount of \$10,000, all of which will be paid from the Settlement Fund pursuant

1 to the terms of the Settlement.

2
3 Dated: July 20, 2025

By: Grace E. Parasmo
Grace E. Parasmo (State Bar No. 308993)
gparasmo@parasmoliebermanlaw.com
Yitzchak H. Lieberman (State Bar No. 277678)
ylieberman@parasmoliebermanlaw.com
PARASMO LIEBERMAN LAW
7119 W. Sunset Blvd., #808
Los Angeles, California 90046
Telephone: (646) 509-3913

9 Zack Broslavsky (State Bar No. 241736)
Jonathan A. Weinman (State Bar No. 256553)
BROSLAVSKY & WEINMAN, LLP
1500 Rosecrans Ave., Suite 500
Manhattan Beach, California 90266
Phone: (310) 575-2550

13 Ethan Preston (State Bar No. 263295)
ep@eplaw.us
PRESTON LAW OFFICES
4054 McKinney Avenue, Suite 310
Dallas, Texas 75204
Telephone: (972) 564-8340
Facsimile: (866) 509-1197

17 *Attorneys for Plaintiff Daniel Blanco, on his own*
18 *behalf, and behalf of all others similarly situated*