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10

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
13

14 GARO MADENLIAN, on behalf of )  
himself and all others similarly )  
15 situated, )  
16 Plaintiffs, )  
17 v. )  
18 FLAX USA, INC., and DOES 1 )  
through 10, inclusive, )  
19 Defendants. )  
20

Case No.: SACV13-01748 JVS (JPRx)  
**NOTICE OF MOTION AND MOTION  
FOR AWARD OF ATTORNEY'S  
FEES AND COSTS TO CLASS  
COUNSEL AND INCENTIVE  
PAYMENT TO THE CLASS  
REPRESENTATIVE**

[Filed concurrently with Declaration of  
Chant Yedalian]

**HEARING**  
Date: February 23, 2015  
Time: 1:30 p.m.  
Courtroom: 10C  
Judge: Hon. James V. Selna



**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Page**

- I. INTRODUCTION.....1
- II. THE SETTLEMENT FUND AND OTHER BENEFITS OBTAINED BY THE SETTLEMENT.....2
- III. THE FEES ANALYSIS REQUIRED BY THE COURT, AS SET FORTH IN ITS ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT.....2
- IV. THE ATTORNEY'S FEES SOUGHT BY CLASS COUNSEL ARE REASONABLE BECAUSE THE FEES ARE BELOW THE 25% BENCHMARK ESTABLISHED WITHIN THE NINTH CIRCUIT.....3
- V. REVIEWING CLASS COUNSEL'S LODESTAR AS A CROSS CHECK ON THE PERCENTAGE METHOD ALSO SUPPORTS THE REASONABLENESS OF THE FEES REQUESTED.....4
  - A. Hours Worked By Class Counsel.....4
  - B. Reasonable Hourly Rate.....6
  - C. Class Counsel's Lodestar: Hours Worked Multiplied By The Reasonable Hourly Rate.....7
  - D. Class Counsel's Lodestar, And Its Use As A Cross Check To The Percentage Method, Also Demonstrates That The Fees And Costs Sought Are Reasonable.....7
  - E. To The Extent The Lodestar Were Insufficient (Which It Is Not), A Multiplier Could Have Been Applied To The Lodestar To Support The Cross Check.....7
- VI. THE INCENTIVE AWARD REQUESTED FOR THE CLASS REPRESENTATIVE IS REASONABLE.....9
- VII. CONCLUSION.....13

**TABLE OF AUTHORITIES**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

<b><u>Federal Cases</u></b>	<b>Page(s)</b>
<i>Cabrales v. County of Los Angeles</i> 935 F.2d 1050 (9 <sup>th</sup> Cir. 1991).....	5
<i>Camacho v. Bridgeport Financial, Inc.</i> 523 F.3d 973 (9 <sup>th</sup> Cir. 2008).....	5-6
<i>Craft v. County of San Bernardino</i> 624 F.Supp.2d 1113 (C.D. Cal. 2008).....	1-2, 3
<i>Four In One Company, Inc. v. S.K. Foods, L.P.</i> 2014 WL 4078232 (E.D. Cal. 2014).....	7
<i>Ingram v. The Coca-Cola Co.</i> 200 F.R.D. 685 (N.D. Ga. 2001).....	12
<i>In re Bluetooth Headset Products Liability Litigation</i> 654 F.3d 935 (9 <sup>th</sup> Cir. 2011).....	3, 4
<i>In re Nucorp Energy, Inc.</i> 764 F.2d 655 (9 <sup>th</sup> Cir. 1985).....	5-6
<i>In re Pacific Enterprises Securities Litigation</i> 47 F.3d 373 (9 <sup>th</sup> Cir. 1995).....	1, 3
<i>In re Toys "R" Us–Delaware, Inc.—Fair And Accurate Credit Transactions Act (FACTA) Litigation</i> 295 F.R.D. 438 (C.D. Cal. 2014).....	6, 12
<i>Moreno v. City of Sacramento</i> 534 F.3d 1106 (9 <sup>th</sup> Cir. 2008).....	5, 6
<i>Rodriguez v. West Publishing Corp.</i> 563 F.3d 948 (9 <sup>th</sup> Cir. 2009).....	9, 10
<i>Staton v. Boeing Co.</i> 327 F.3d 938 (9 <sup>th</sup> Cir. 2003).....	9, 10, 11
<i>Van Vranken v. Atl. Richfield Co.</i> 901 F.Supp. 294 (N.D. Cal. 1995).....	12
<i>Vizcaino v. Microsoft Corp.</i> 290 F.3d 1043 (9 <sup>th</sup> Cir. 2002).....	7, 8

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 As is more fully set forth in the motion for final approval of class action  
4 settlement set for hearing concurrently with this Motion, this is a class action case  
5 that, through the diligence of Class Counsel and the Class Representative, has  
6 resulted in a \$260,000 Settlement Fund plus non-pecuniary benefits in the form of  
7 stipulated injunctive relief which require Defendant Flax USA, Inc. ("Flax USA")  
8 not to use the phrase "all natural" on any future flax milk packaging.

9 In addition to the Settlement Fund and the stipulated injunctive relief benefits,  
10 Flax USA has also agreed to make a separate payment for attorney's fees and costs  
11 to Class Counsel (up to \$70,000) and a separate payment for an incentive award to  
12 the Class Representative (up to \$5,000).

13 As is further explained below, the "benchmark" for attorney fee awards in  
14 common fund cases in the Ninth Circuit is 25% of the common fund. *In re Pacific*  
15 *Enterprises Securities Litigation*, 47 F.3d 373, 379 (9<sup>th</sup> Cir. 1995) ["Twenty-five  
16 percent is the 'benchmark' that district courts should award in common fund cases"].

17 In this case, the reasonableness of the \$70,000 amount which Class Counsel  
18 seeks as fees and costs is demonstrated by the fact that when the \$260,000  
19 Settlement Fund is added to the \$70,000 amount, and the resulting \$330,000 is  
20 considered a common fund, the \$70,000 amount sought equals less than 25% of the  
21 \$330,000 common fund. Thus, this percentage of the fund approach demonstrates  
22 the reasonableness of the \$70,000 amount sought.

23 As also further explained below, reviewing Class Counsel's lodestar as a cross  
24 check on the percentage method also supports the reasonableness of a \$70,000  
25 award because Class Counsel's lodestar in this case exceeds \$70,000.

26 Further, and although not necessary given the foregoing, the fact that non-  
27 pecuniary benefits were obtained is itself a basis for awarding attorney's fees. *See,*  
28 *e.g., Craft v. County of San Bernardino*, 624 F.Supp.2d 1113, 1121, (C.D. Cal.

1 2008) (taking into account fact that, in addition to monetary aspects, the defendant  
2 stopped the practices at issue). Thus, this too further supports the reasonableness of  
3 Class Counsel's fees and costs request.

4 In addition, the Class Representative, Garo Madenlian, respectfully seeks an  
5 incentive award of \$5,000. As this Court preliminarily found, this amount is fair  
6 and reasonable. Dkt. #40 at p. 13.

7 **II. THE SETTLEMENT FUND AND OTHER BENEFITS OBTAINED BY**  
8 **THE SETTLEMENT**

9 As explained above, the Settlement has achieved a \$260,000 Settlement  
10 Fund. Settlement § IV.B.1.

11 The Settlement has also achieved non-pecuniary benefits in the form of  
12 stipulated injunctive relief which require Defendant Flax USA not to use the phrase  
13 "all natural" on any future flax milk packaging. Settlement § IV.D.1.

14 In addition to the Settlement Fund and the stipulated injunctive relief benefits,  
15 Flax USA has also agreed to make a separate payment for attorney's fees and costs  
16 to Class Counsel (up to \$70,000) and for an incentive award to the Class  
17 Representative (up to \$5,000). Settlement § VIII.A. and § VIII.C.

18 **III. THE FEES ANALYSIS REQUIRED BY THE COURT, AS SET**  
19 **FORTH IN ITS ORDER GRANTING PRELIMINARY APPROVAL OF**  
20 **THE SETTLEMENT**

21 As part of its Order granting preliminary approval of the Settlement in this  
22 case, this Court explained as follows:

23 "The Ninth Circuit 'has established 25% of the common fund as a  
24 benchmark award for attorney fees.' *Hanlon*, 150 F.3d at 1029. In  
25 addition, Madenlian should cross-check any requested fee award under  
26 the lodestar method. The lodestar is calculated by 'multiplying the  
27 number of hours the prevailing party reasonably expended on the  
28 litigation by a reasonably hourly rate.'" Dkt. #40 at p. 13.

1 The percentage of the fund analysis, followed by a lodestar cross-check  
2 analysis, both of which are set forth below, comport with this Court's instructions  
3 and demonstrate the reasonableness of the fee award requested.

4 **IV. THE ATTORNEY'S FEES SOUGHT BY CLASS COUNSEL ARE**  
5 **REASONABLE BECAUSE THE FEES ARE BELOW THE 25%**  
6 **BENCHMARK ESTABLISHED WITHIN THE NINTH CIRCUIT**

7 In this case, Flax USA has agreed to pay a \$260,000 Settlement Fund plus up  
8 to \$70,000 as a separate payment in fees and costs. When the resulting \$330,000  
9 combined amount is considered a common fund, 25% of that common fund equals  
10 \$82,500. Thus, a request for fees in the amount of \$82,500, would satisfy the 25%  
11 benchmark established in the Ninth Circuit. *In re Pacific Enterprises Securities*  
12 *Litigation*, 47 F.3d 373, 379 (9<sup>th</sup> Cir. 1995) ["Twenty-five percent is the 'benchmark'  
13 that district courts should award in common fund cases"]; *In re Bluetooth Headset*  
14 *Products Liability Litigation*, 654 F.3d 935, 942 (9<sup>th</sup> Cir. 2011).

15 Here, however, Class Counsel does not seek \$82,500 in fees. Instead,  
16 pursuant to the agreed-upon maximum as part of the Settlement, Class Counsel  
17 seeks a total of \$70,000 in fees and costs.<sup>2</sup> Thus, the request is less than, and well  
18 within, the 25% benchmark which is considered a reasonable fee.

19 In addition, the Settlement has also achieved non-pecuniary benefits in the  
20 form of stipulated injunctive relief which require Defendant Flax USA not to use the  
21 phrase "all natural" on any future flax milk packaging. Settlement § IV.D.1. Such  
22 non-pecuniary benefits are properly considered in judging the results of the lawsuit,  
23 and are yet an additional basis for an award of attorney's fees. *See, e.g., Craft v.*  
24 *County of San Bernardino*, 624 F.Supp.2d 1113, 1121, (C.D. Cal. 2008) (taking into  
25 account fact that, in addition to monetary aspects, the defendant stopped the  
26 practices at issue).

27 <sup>2</sup> Although Class Counsel has incurred costs in the prosecution of this case  
28 (Yedalian Decl. ¶ 3 at n.1), as explained below Class Counsel's lodestar exceeds  
\$70,000, thereby rendering the costs moot.

1 **V. REVIEWING CLASS COUNSEL'S LODESTAR AS A CROSS CHECK**  
2 **ON THE PERCENTAGE METHOD ALSO SUPPORTS THE**  
3 **REASONABLENESS OF THE FEES REQUESTED**

4 Reviewing Class Counsel's lodestar as a cross check on the percentage  
5 method also supports the reasonableness of a \$70,000 award of fees and costs to  
6 Class Counsel. The lodestar figure is calculated by multiplying the number of hours  
7 the attorney reasonably expended on the litigation by the reasonable hourly rate. *In*  
8 *re Bluetooth Headset Products Liability Litigation*, 654 F.3d at 941.

9 **A. Hours Worked By Class Counsel**

10 Through January 18, 2015, Class Counsel has devoted 220.5 hours of his time  
11 on this case. Yedalian Decl. ¶ 6. Class Counsel expects to devote at least an  
12 additional 10 hours on this case appearing for the final approval and fairness hearing  
13 and ensuring that the continuing claims process is properly administered and that,  
14 ultimately, class benefits are paid. Yedalian Decl. ¶ 6. This brings the total  
15 minimum time which counsel will devote to this case to at least 230.5 hours. *Ibid.*

16 In addition, because, as of January 18, 2015, the Parties were still in the  
17 process of drafting the joint motion for final approval and related documents, with  
18 the initial draft to be prepared by the defense, Class Counsel will incur yet  
19 additional time in connection with the work on those documents. Yedalian Decl. ¶  
20 6.

21 The time Class Counsel has already devoted to this case was spent on, among  
22 other things, investigating the claims, prosecuting the claims, successfully opposing  
23 a motion to dismiss, securing agreements to exchange information with the defense  
24 followed by exchanges of information and review and analysis of that information,  
25 various settlement discussions and negotiations with the defense, including the  
26 briefs and other materials prepared in advance of and submitted to the Magistrate  
27 Judge for the Settlement Conference in this case, the various settlement discussions  
28 and negotiations following the Settlement Conference, negotiation and drafting



1 and/or editing of settlement documents and proposed notices to the Class, work in  
2 attempting to secure the Court's preliminary approval of the Settlement, including  
3 work on the motion for preliminary approval of the Settlement and the various  
4 related documents, drafting the motion for fees and incentive awards, and work to  
5 ensure the proper administration of the Settlement. Yedalian Decl. ¶ 7.

6 To the extent the Court would like to review all of the different tasks  
7 performed by Class Counsel, Class Counsel has submitted along with the Chambers'  
8 copy of this Motion, an unredacted paper copy of his 16 pages of itemized time  
9 records for the Court's *in camera* review. Yedalian Decl. ¶ 8.<sup>3</sup> These itemized time  
10 records show the tasks performed by Class Counsel and the amount of time Class  
11 Counsel worked on each task on each date. *Ibid.* Each and every task concerns one  
12 or more of the three causes of action prosecuted, and ultimately settled, in this case.  
13 *Ibid.* The hours worked were therefore plainly reasonable to accomplish these tasks  
14 and could and would certainly have been billed to a private client who hired counsel  
15 to pursue such litigation. *Ibid; Moreno v. City of Sacramento*, 534 F.3d 1106, 1111  
16 (9<sup>th</sup> Cir. 2008) ("The number of hours to be compensated is calculated by  
17 considering whether, in light of the circumstances, the time could reasonably have  
18 been billed to a private client.")

19 This includes all steps that contribute to the ultimately successful resolution  
20 of this case (even if, along the way, the district court does not adopt each contention  
21 raised). *Cabrales v. County of Los Angeles*, 935 F.2d 1050, 1053 (9<sup>th</sup> Cir. 1991).  
22 Accordingly, and consistent with this approach, Class Counsel's work related to the  
23 fee award motion is likewise time that is reasonably incurred:

24 "[F]ederal courts, including our own, have uniformly held that time  
25 spent in establishing the entitlement to and amount of the fee is

26 \_\_\_\_\_  
27 <sup>3</sup> Because the time records are unredacted, they contain sensitive and privileged  
28 information as well as work product, and they are therefore submitted for *in camera*  
review.

1 compensable.' *In re Nucorp Energy, Inc.*, 764 F.2d 655, 659-660 (9<sup>th</sup> Cir.  
2 1985). This is so because it would be inconsistent to dilute a fees award  
3 by refusing to compensate attorneys for the time they reasonably spent in  
4 establishing their rightful claim to the fee." *Camacho v. Bridgeport*  
5 *Financial, Inc.*, 523 F.3d 973, 981 (9<sup>th</sup> Cir. 2008).

6 The Ninth Circuit has also emphasized that district courts must by and large  
7 defer to a fee proponents professional judgment on how much time was required to  
8 be spent on the case:

9 "It must also be kept in mind that lawyers are not likely to spend  
10 unnecessary time on contingency fee cases in the hope of inflating their  
11 fees. The payoff is too uncertain, as to both the result and the amount of  
12 the fee.... By and large, the court should defer to the winning lawyer's  
13 professional judgment as to how much time he was required to spend on  
14 the case; after all, he won, and might not have, had he been more of a  
15 slacker." *Moreno*, 534 F.3d 1106, 1112.

16 The hours here were worked by a skilled class action attorney who has the  
17 necessary skill and experience to litigate the nuances, and achieve settlement, of a  
18 consumer class action case. Yedalian Decl. ¶¶ 30-40.

19 **B. Reasonable Hourly Rate**

20 "[W]hen determining a reasonable hourly rate, the relevant community is the  
21 forum in which the district court sits." *Camacho*, 523 F.3d at 979.

22 Class Counsel, Mr. Yedalian's \$550 hourly rate has been recognized and  
23 approved in the Central District of California. *In re Toys "R" Us-Delaware, Inc.—*  
24 *Fair And Accurate Credit Transactions Act (FACTA) Litigation*, No. cv-08-01980  
25 MMM (FMOx), 295 F.R.D. 438, 462-464 (C.D. Cal. January 17, 2014) [Approving  
26 Mr. Yedalian's hourly rate and discussing court's knowledge of prevailing hourly  
27 rates within this district, including other cases supporting those rates].  
28

1 Mr. Yedalian's \$550 hourly rate is well supported by his skill and experience  
2 with class action and consumer matters. Yedalian Decl. ¶¶ 9-12, 30-40.

3 The fact that Class Counsel possessed and was adept at using skills to achieve  
4 a relatively early settlement in this case is yet another fact that supports the  
5 reasonableness of his hourly rate. *Four In One Company, Inc.*, 2014 WL 4078232  
6 \*12 (E.D. Cal. 2014). [Holding that the fact that class counsel obtained a settlement  
7 early in litigation and avoided increased costs of litigation weighs in favor of class  
8 counsel's award.] Indeed, the success is a testament to Class Counsel's skills and  
9 effectiveness, and further supports the reasonableness of his hourly rate.

10 **C. Class Counsel's Lodestar: Hours Worked Multiplied By The**  
11 **Reasonable Hourly Rate**

12 The 230.5 hours of work devoted by Class Counsel to this case multiplied by  
13 Class Counsel's \$550 hourly rate yields a total lodestar of \$126,775. Yedalian Decl.  
14 ¶ 13.

15 **D. Class Counsel's Lodestar, And Its Use As A Cross Check To The**  
16 **Percentage Method, Also Demonstrates That The Fees And Costs**  
17 **Sought Are Reasonable**

18 Class Counsel's lodestar of \$126,775 and its use to cross check the percentage  
19 method, further demonstrates that the \$70,000 in fees and costs sought by Class  
20 Counsel is reasonable. Yedalian Decl. ¶ 14.

21 **E. To The Extent The Lodestar Were Insufficient (Which It Is Not), A**  
22 **Multiplier Could Have Been Applied To The Lodestar To Support**  
23 **The Cross Check**

24 As demonstrated above, Class Counsel's lodestar is greater than the fees and  
25 costs sought. However, even if the lodestar were lower, a multiplier could have  
26 been applied to the lodestar in performing a cross check. *Vizcaino v. Microsoft*  
27 *Corp.*, 290 F.3d 1043, 1051 and n.6 (9<sup>th</sup> Cir. 2002).  
28

1 The Ninth Circuit has found that multipliers range from 0.6–19.6, with most  
2 multipliers ranging from 1.0 to 4.0. *Vizcaino*, 290 F.3d at 1051 and n.6.

3 Here, one of the most compelling reasons that would support a multiplier, if  
4 one were necessary, would be the fact that counsel took this case on a contingency  
5 basis with no guarantee of any recovery. Yedalian Decl. ¶ 17.

6 Another compelling fact that would support a multiplier, if one were  
7 necessary, is that the amount in fees sought is lower than 25% of the fund recovered.  
8 A reasonable contingency fee in the private marketplace often exceeds 25%.  
9 Yedalian Decl. ¶ 18. Thus, were a multiplier necessary, the application of a  
10 multiplier in an amount necessary to approximate a contingency fee percentage that  
11 would be reasonable to receive in the private marketplace would be justified. *Ibid*.

12 The Ninth Circuit has held that both of the foregoing factors properly support  
13 the application of an upward multiplier:

14 "The bar against risk multipliers in statutory fee cases does not apply to  
15 common fund cases. *WPPSS*, 19 F.3d at 1299–1300. Indeed, 'courts have  
16 routinely enhanced the lodestar to reflect the risk of nonpayment in  
17 common fund cases.' *Id.* at 1300. This mirrors the established practice in  
18 the private legal market of rewarding attorneys for taking the risk of  
19 nonpayment by paying them a premium over their normal hourly rates  
20 for winning contingency cases. *Id.* at 1299. In common fund cases,  
21 'attorneys whose compensation depends on their winning the case[ ] must  
22 make up in compensation in the cases they win for the lack of  
23 compensation in the cases they lose.' *Id.* at 1300–01 (internal citation  
24 and quotation omitted)." *Vizcaino*, 290 F.3d at 1051.

25 Another fact that would support a multiplier, if one were necessary, is that, as  
26 a result of this case, Class Counsel was precluded from taking on other work.  
27 Yedalian Decl. ¶ 20. Class Counsel can only properly litigate a limited number of  
28 cases at any one time. *Ibid*. Thus, as a result of the time and commitment actually

1 required by this case, Class Counsel was precluded from taking on and working on  
2 other matters which were available to him and where Class Counsel's time could  
3 have otherwise been spent. *Ibid.*

4 **VI. THE INCENTIVE AWARD REQUESTED FOR THE CLASS**  
5 **REPRESENTATIVE IS REASONABLE**

6 Class Counsel respectfully requests that the named Plaintiff and only Class  
7 representative, Garo Madenlian, be awarded an incentive award in the amount of  
8 \$5,000.

9 As this Court preliminarily found, this amount is fair and reasonable. Dkt.  
10 #40 at p. 13.

11 "Incentive awards are fairly typical in class action cases." *Rodriguez v. West*  
12 *Publishing Corp.*, 563 F.3d 948, 958-959 (9<sup>th</sup> Cir. 2009). "[They] are intended to  
13 compensate class representatives for work done on behalf of the class, to make up  
14 for financial or reputational risk undertaken in bringing the action, and, sometimes,  
15 to recognize their willingness to act as a private attorney general." *Ibid.*

16 In assessing incentive awards, courts may also apply the following guideposts  
17 articulated in *Staton v. Boeing Co.*, 327 F.3d 938 (9<sup>th</sup> Cir. 2003):

18 "[N]amed plaintiffs, as opposed to designated class members who are not  
19 named plaintiffs, are eligible for reasonable incentive payments. The  
20 district court must evaluate their awards individually, using 'relevant  
21 factors includ[ing] the actions the plaintiff has taken to protect the  
22 interests of the class, the degree to which the class has benefitted from  
23 those actions, . . . the amount of time and effort the plaintiff expended in  
24 pursuing the litigation . . . and reasonabl[e] fear[s of] workplace  
25 retaliation.'" *Staton*, 327 F.3d at 977.

26 Each of these factors, as it applies to the Class Representative in this case, is  
27 explained as follows:  
28

1 First, were it not for the Class Representative stepping forward and  
2 shouldering the duties of protecting and prosecuting the interests of other Settlement  
3 Class members, it is likely the interests of the Settlement Class would neither have  
4 been prosecuted, nor benefited. Yedalian Decl. ¶ 22. Indeed, the parties have  
5 acknowledged that, to their knowledge, there is no other litigation, either pending or  
6 otherwise, on a class or individual basis, concerning the claims in this lawsuit. *Ibid.*

7 Moreover, Mr. Madenlian has done all things reasonably expected of him in  
8 his capacity as Class Representative. Yedalian Decl. ¶ 23. Mr. Madenlian was  
9 subjected to liability for defense costs in the event the litigation was unsuccessful.  
10 *Ibid.* By stepping forward to shoulder this action on behalf of the class, Mr.  
11 Madenlian also took on other risks, including the risk of subjecting himself to  
12 intrusive discovery. *Ibid.* Mr. Madenlian also regularly and consistently  
13 communicated with Class Counsel (including in-person, by phone and by email)  
14 throughout the time this lawsuit was pending. *Ibid.* He also reviewed relevant  
15 documents, provided his input, and otherwise kept apprised of litigation related  
16 events and developments. *Ibid.* He also provided his ideas and input to Class  
17 Counsel in the various rounds of settlement negotiations and exchanges. *Ibid.* He  
18 also traveled from Orange County (where he resides) and participated in the  
19 Settlement Conference before the Magistrate Judge in Los Angeles. *Ibid.* He also  
20 participated in the process to finalize the written settlement terms and documents,  
21 and the post-agreement phases that followed. *Ibid.* He was able to understand the  
22 issues in this litigation and meaningfully participate in negotiating the Settlement,  
23 particularly since Mr. Madenlian is an attorney (and a former Deputy District  
24 Attorney for the County of San Bernardino). In sum, Mr. Madenlian contributed as  
25 much of his valuable time as this litigation demanded to ensure a vigilant  
26 prosecution of and favorable outcome for the best interests of the Settlement Class.  
27 *Ibid.* In addition to satisfying the first *Staton* factor, these facts further support an  
28 incentive award because they "recognize [a class representative's] willingness to act

1 as a private attorney general." *Rodriguez v. West Publishing Corp.*, 563 F.3d 948,  
2 958-959 (9<sup>th</sup> Cir. 2009).

3 Many of the facts supporting the first factor also support the second *Staton*  
4 factor in so far as that the Settlement Class has benefited from the Class  
5 Representative's actions. It is fair to say that but for Mr. Madenlian's actions, there  
6 would be no resulting cash benefit to individual Settlement Class members or the  
7 injunctive relief that was obtained securing an end to Defendant's "all natural"  
8 labeling practices. Yedalian Decl. ¶ 24. Thus, in addition to cash benefits, Mr.  
9 Madenlian effectuated substantial change of conduct, thereby accomplishing the  
10 consumer protection objectives of the three causes of action he pursued. He was  
11 also willing and stepped forward to act as a private attorney general where no other  
12 plaintiff has done so. *Ibid.*

13 The fact that the Court has already made a preliminary finding that Mr.  
14 Madenlian's incentive award is fair and reasonable further supports the  
15 reasonableness of the award. Dkt. #40 at p. 13.

16 Similarly, the fact that the Court also made a preliminary finding that the  
17 overall Settlement is fair, adequate and reasonable, also supports the significance of  
18 the benefits achieved through the Class Representative's initiative and perseverance.  
19 Yedalian Decl. ¶ 25.

20 Third, it is estimated that Mr. Madenlian devoted approximately 30-35 hours  
21 of his time to pursue this litigation. Yedalian Decl. ¶ 26. By definition, the time he  
22 devoted to this litigation was time spent away from work and/or leisure in an effort  
23 to advance the interests of the entire class.

24 Although the fourth *Staton* factor (fear of workplace retaliation) is not  
25 applicable to this type of case, a similar concern, the Class Representative stepping  
26 forward and thereby taking on the risks of being subjected to intrusive discovery and  
27 defense costs in the event the litigation was unsuccessful, are factors discussed in  
28 connection with the first factor, above.

1 Another factor properly considered by the Court in assessing an incentive  
2 award is the personal benefit, or lack thereof, enjoyed by the class representative as  
3 a result of the litigation. *In re Toys "R" Us—Delaware, Inc.—Fair And Accurate*  
4 *Credit Transactions Act (FACTA) Litigation*, No. cv–08–01980 MMM (FMOx),  
5 295 F.R.D. 438, 472 (C.D. Cal. 2014):

6 "An incentive award may be appropriate when a class  
7 representative will not gain any benefit beyond that he would receive as  
8 an ordinary class member. See *Razilov*, 2006 WL 3312024, at \*4  
9 (approving the payment of an incentive award where the only benefit a  
10 class representative was going to receive from a settlement was the same  
11 statutory damages other class members would receive); *Van Vranken*,  
12 901 F.Supp. at 299 (where a class representative's claim made up 'only a  
13 tiny fraction of the common fund,' a substantial incentive award was  
14 appropriate). The named plaintiffs in this action will receive no relief  
15 beyond that available to members of the class in general; absent an  
16 incentive award, they will each be eligible to submit a claim for a \$5,  
17 \$15, or \$30 voucher. This factor, therefore, also favors approval of an  
18 incentive award." *Ibid.*

19 The amount requested is also reasonable in relation to other cases. In *Ingram*  
20 *v. The Coca-Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001), the court approved  
21 incentive awards of \$300,000 to each named plaintiff in recognition of the services  
22 they provided to the class by responding to discovery, participating in the mediation  
23 process and taking the risk of stepping forward on behalf of the class. In *Van*  
24 *Vranken v. Atl. Richfield Co.*, 901 F.Supp. 294, 300 (N.D. Cal. 1995), a \$50,000  
25 incentive award was approved for similar participation. In *In re Toys "R" Us—*  
26 *Delaware, Inc.—Fair And Accurate Credit Transactions Act (FACTA) Litigation*,  
27 No. cv–08–01980 MMM (FMOx), 295 F.R.D. 438, 472 (C.D. Cal. 2014), the court  
28 awarded each of the three class representatives a \$5,000 incentive payment.



1 In sum, the requested incentive payment of \$5,000 to Mr. Madenlian, the only  
2 Class Representative in this case, for the valuable time and resources he contributed  
3 to advance this litigation is fair and reasonable, and it is respectfully requested that  
4 the Court approve and award this amount as his incentive award. Yedalian Decl. ¶  
5 29.

6 **VII. CONCLUSION**

7 For all of the foregoing reasons, it is respectfully requested that the Court  
8 grant the Motion For Award Of Attorney's Fees And Costs To Class Counsel And  
9 Incentive Payment To The Class Representative.

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Respectfully submitted,

DATED: January 19, 2015

CHANT & COMPANY  
A Professional Law Corporation

By: /S/ – Chant Yedalian  
Chant Yedalian  
Counsel For Plaintiff  
and the Class

## Motions

[8:13-cv-01748-JVS-JPR Garo Madenlian v. Flax USA Inc. et al](#) **CASE CLOSED on 08/18/2014**

(JPRx), **CLOSED**, DISCOVERY, MANADR, PROTORD

### UNITED STATES DISTRICT COURT for the CENTRAL DISTRICT OF CALIFORNIA

#### Notice of Electronic Filing

The following transaction was entered by Yedalian, Chant on 1/21/2015 at 10:10 AM PST and filed on 1/21/2015

**Case Name:** Garo Madenlian v. Flax USA Inc. et al

**Case Number:** [8:13-cv-01748-JVS-JPR](#)

**Filer:** Garo Madenlian

**WARNING: CASE CLOSED on 08/18/2014**

**Document Number:** [41](#)

#### Docket Text:

**NOTICE OF MOTION AND MOTION for Attorney Fees And Costs To Class Counsel And Incentive Payment To The Class Representative filed by Plaintiff Garo Madenlian. Motion set for hearing on 2/23/2015 at 01:30 PM before Judge James V. Selna. (Attachments: # (1) Declaration of Chant Yedalian)(Yedalian, Chant)**

#### 8:13-cv-01748-JVS-JPR Notice has been electronically mailed to:

Chant Yedalian chant@chant.mobi, chantyed@aol.com, chantyed@gmail.com

Karen Elizabeth Walter kwalter@rutan.com, hdall@rutan.com

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