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**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION**

RODNEY CARVALHO and MARK MAHER,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

HP, INC., a Delaware corporation,

Defendant.

Case No. 5:21-cv-08015-PCP  
*Assigned to the Hon. P. Casey Pitts*

**PLAINTIFFS’ SUPPLEMENTAL BRIEF IN  
SUPPORT OF MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

*[Amended Proposed Order filed concurrently  
herewith]*

Date: January 16, 2025  
Time: 10:00 AM  
Crtrm: 8

Action Filed: October 13, 2021  
Trial Date: None Set

1 Plaintiffs Rodney Carvalho and Mark Maher (“Plaintiffs”) submit the following information  
 2 in response to the Court’s Request for Supplemental Briefing (Dkt. No. 86).

3 **Item (a.):** Any differences between the claims to be released in the settlement and the claims  
 4 in the operative complaint and an explanation as to why the differences are appropriate.

5 **Response to Item (a.):** The Released Claims are defined as any and all actual or potential  
 6 claims relating to (1) the strikethrough prices and discounts for the Settlement Class Products during  
 7 the Settlement Class Period, and (2) the allocation of the Settlement Fund among the Class  
 8 Members. (*See* Dkt. 85-1, Ex. 1 (“Settlement Agreement”), § 1.23.)<sup>1</sup> The Settlement further includes  
 9 a waiver under section 1542 of the California Civil Code, but only as to the Released Claims, and  
 10 only upon entry of the Final Approval Order and accompanying Judgment. The claims in the  
 11 operative complaint specify three causes of action for violation of California’s consumer protection  
 12 laws and one cause of action for unjust enrichment, and include broad claims relating to untrue and  
 13 misleading advertising more generally (*see* Dkt. No. 43 (“SAC”) ¶ 120), and specific claims relating  
 14 to strikethrough prices, discounts, and limited-time offers (*see id.* ¶¶ 100, 107–08, 120–24, 134–36).

15 The Released Claims differ from the claims in the operative complaint in the following  
 16 respects. First, the Released Claims are broader in that they are not limited to the four causes of  
 17 action specified in the operative complaint. However, the release of any and all claims relating to  
 18 the strikethrough prices and discounts for the Settlement Class Products is appropriate because  
 19 “where a particular type of relief potentially available to the class members is compromised in the  
 20 settlement process, it is mainly irrelevant whether or not that relief was specifically requested in the  
 21 complaint.” *Class Plaintiffs v. Seattle*, 955 F.2d 1268, 1288 (9th Cir. 1992) (holding a federal court  
 22 may release not only claims alleged in the complaint, but those based on identical factual  
 23 predicates); *see also Reyn's Pasta Bella, LLC v. Visa USA, Inc.*, 442 F.3d 741, 748 (9th Cir. 2006)  
 24 (citing *Class Plaintiffs*, 955 F.2d at 1287–89) (holding “[a] class settlement may also release  
 25 factually related claims against parties not named as defendants”). Here, the Released Claims are  
 26

27 <sup>1</sup> Unless otherwise defined herein, all capitalized terms have the same meaning as set forth in the  
 28 Class Action Settlement Agreement and Release (“Settlement Agreement”), attached as Exhibit 1 to  
 the Declaration of Cody R. Padgett, Dkt. No. 85-1.

1 expressly limited to those that “were or could have been asserted” by Plaintiffs of the Settlement  
2 Class Members with respect to the strikethrough prices and discounts at issue, and only the release  
3 applies only to Settlement Class Members, which is defined as persons who purchased a Settlement  
4 Class Product during the Settlement Class Period. Thus, while the Released Claims are broader than  
5 those alleged in the operative complaint, they are based on the same factual predicates as those  
6 underlying the causes of action asserted in the operative complaint. *See Custom LED, LLC v. eBay,*  
7 *Inc.*, No. 12-cv-00350-JST, 2013 U.S. Dist. LEXIS 165881, 2013 WL 6114379, at \*4, 7 (N.D. Cal.  
8 Nov. 20, 2013) (scope of release in class action settlement was not improperly broad where it  
9 released all claims, “known or unknown,” “arising out of or relating in any way to any of the legal,  
10 factual, or other allegations made in the Action, or any legal theories that could have been raised  
11 based on the allegations of the Action.”); *Collins v. Cargill Meat Solutions Corp.*, 274 F.R.D. 294,  
12 303 (E.D. Cal. 2011) (granting preliminary approval of class action settlement where released claims  
13 were “based on the facts alleged” in the complaint and thus appropriately tracked the breadth of  
14 plaintiffs’ allegations in the action and the settlement did not release “unrelated claims”).

15 Second, the Released Claims are broader in that they also include claims relating to allocation  
16 of the Settlement Fund among the Class Members. As detailed in Plaintiffs’ motion for preliminary  
17 approval, Plaintiffs retained a highly regarded damages expert, Mr. Christian Tregillis, to assist in  
18 determining fair allocation of the Settlement Fund. (*See* Dkt. No. 85 (“Prelim. Approval Mot.”) at 9–  
19 10; *see also* Dkt. 85-3 (“Tregillis Declaration”) (explaining the methodology and fairness of the  
20 proposed allocation).) Because HP was not involved in the retention of Mr. Tregillis or the analysis  
21 of how to fairly allocate the Settlement Fund, it is appropriate that HP be released from liability for  
22 the proposed Cash Benefit allocations, the fairness of which is more appropriately determined by the  
23 Court and the Settlement Class Members, who will have ample opportunity to object to the proposed  
24 Cash Benefit Allocations, or opt out of the settlement. (*See* Prelim. Approval Mot. at 24 (detailing a  
25 robust notice plan, including email notice, postcard notice, and a settlement website and hotline).)  
26 *Cf. Reyn’s Pasta Bella, LLC v. Visa USA, Inc.*, 442 F.3d 741, 750 (9th Cir. 2006) (applying doctrine  
27 of issue preclusion to bar class members’ claims where class members had option to opt-out of the  
28 settlement, but chose not to, and instead appeared at the hearing to object to the settlement).

1           **Item (b.):** Any other cases that will be affected by the settlement, an explanation of what  
2 claims will be released in those cases if the settlement is approved, the class definitions in those  
3 cases, their procedural posture, whether plaintiffs’ counsel in those cases participated in the  
4 settlement negotiations, a brief history of plaintiffs’ counsel’s discussions with counsel for plaintiffs  
5 in those other cases before and during the settlement negotiations, an explanation of the level of  
6 coordination between the two groups of plaintiffs’ counsel, and an explanation of the significance of  
7 those factors on settlement approval. If there are no such cases, counsel should so state.

8           **Response to Item (b.):** Plaintiffs’ counsel is unaware of any other lawsuit that would be  
9 affected by the Settlement.

10           **Item (c.):** Any differences between the settlement class and the class proposed in the  
11 operative complaint and an explanation as to why the differences are appropriate.

12           **Response to Item (c.):** Plaintiffs’ operative complaint seeks certification of a class  
13 comprised of “[a]ll individuals and entities that, on or after October 13, 2017, purchased one or  
14 more HP products on HP’s website that were advertised as discounted from a strikethrough price.”  
15 (SAC ¶ 88.) Plaintiffs seek certification for settlement purposes of a class comprised of individuals  
16 who purchased during the Settlement Class Period (June 5, 2021 to October 28, 2024) a Settlement  
17 Class Product (HP desktop computers, laptops, mice, and keyboards that were offered on sale more  
18 than 75% of the time the products were offered for sale during the Settlement Class Period),  
19 excluding individuals who purchased more than two of the same product in the same order.  
20 (Settlement Agreement, §§ 1.28, 1.34.)

21           The Settlement Class differs from the class proposed in the operative complaint based on the  
22 start date. Specifically, the start date for the Settlement Class is June 5, 2021, aligning with the  
23 timeframe during which Plaintiffs’ counsel commenced their investigation and began gathering and  
24 preserving records of prices and discounts advertised on HP’s website. This difference is appropriate  
25 as HP denies any wrongdoing, and the compromise was reached to avoid the costs, risks, and delays  
26 associated with prolonged litigation, including the substantial costs of retrieving and analyzing  
27 historical pricing records. (*See* Settlement Agreement, Recitals C–G; *see also* Tregillis Decl. ¶¶ 18–  
28 19 (noting that despite HP’s denial of wrongdoing, “the Settlement allows HP to avoid discovery

1 and to mitigate the risks and costs of continuing to defend itself in this litigation).) Avoiding these  
2 costs, risks, and delays also benefits the Settlement Class, especially given the significant  
3 compensation HP has agreed to provide as part of the Settlement. *See Churchill Vill., L.L.C. v. GE*,  
4 361 F.3d 566, 576 (9th Cir. 2004) (considering the “risk, expense, complexity, and likely duration of  
5 further litigation”); *see also Chavez v. Converse, Inc.*, No. 15-cv-03746-NC, 2020 U.S. Dist. LEXIS  
6 257679, at \*13 (N.D. Cal. Nov. 25, 2020) (finding \$1,875,000.00 settlement amount weighed in  
7 favor of final approval in light of, *inter alia*, “the risk, expense, complexity, and likely duration of  
8 further litigation”); *Soto v. O.C. Communs., Inc.*, No. 3:17-cv-00251-VC, 2019 U.S. Dist. LEXIS  
9 241696, at \*6 (N.D. Cal. Oct. 23, 2019) (finding \$7,500,000 settlement amount fair and reasonable  
10 when balanced against, *inter alia*, “substantial costs, delay, and risks that would be presented by the  
11 further prosecution of the litigation”); *Gundersen v. Lennar Assocs. Mgmt.*, No. C09-02270 CRB,  
12 2011 U.S. Dist. LEXIS 170553, at \*5 (N.D. Cal. July 8, 2011) (finding that \$2,900,000 settlement  
13 amount appeared fair and reasonable “when balanced against the uncertainties of further litigation,”  
14 including the “substantial costs, delay and risks that would be presented by the further prosecution  
15 of the litigation”).

16 The Settlement Class further differs from the class proposed in the operative complaint based  
17 on the products included. Whereas the class proposed in the operative complaint includes any  
18 product purchased at a discount, the Settlement Class Products are limited to those that were  
19 advertised at a discount more than 75% of the time. This difference is attributable to the fact that  
20 not all discounts advertised on HP’s website were false and misleading, merely by virtue of being a  
21 discount; some discounts were bona fide. *See, e.g.*, 16 C.F.R. § 233.1(a) (“If the former price is the  
22 actual, bona fide price at which the article was offered to the public on a regular basis for a  
23 reasonably substantial period of time, it provides a legitimate basis for the advertising of a price  
24 comparison.”), (b) (“A former price is not necessarily fictitious merely because no sales at the  
25 advertised price were made.”); 16 C.F.R. § 233.3(b) (“[Not] all list prices are fictitious and [not] all  
26 offers of reductions from list [are] deceptive. . . . [A list price] will not be deemed fictitious if it is  
27 the price at which substantial (that is, not isolated or insignificant) sales are made in the advertiser's  
28 trade area (the area in which he does business).”). To avoid the complexities of an analysis to

1 determine whether each product was bona fide, for the purposes of settlement, Plaintiffs and HP  
2 agreed to include in the Settlement Class all products that were advertised at a discount more than  
3 75% of the time they were offered for sale during the Settlement Class Period. (Settlement  
4 Agreement, § 1.34.) The 75% cutoff agreed to by the Parties is appropriate for settlement purposes,  
5 given the expense and complexities that would be required to perform a month-by-month or day-by-  
6 day analysis of the advertised discounts. (Cf. Tregillis Decl. ¶ 28 (fees for damages analyses  
7 typically range “in the hundreds of thousands of dollars, or more”).)

8 Lastly, the Settlement Class differs from the class proposed in the operative complaint in that  
9 it does not include entities, nor does it include individuals who purchased more than two of the same  
10 Settlement Class Product in the same order. This difference is appropriate in light of the difficulties  
11 that Plaintiffs (who are consumers) might face in attempting to certify a class consisting of entities,  
12 such as businesses, or individuals who purchased a large quantity of the Settlement Class Products  
13 for resale. As explained by the Court in *Brazil v. Dell*, “a purchaser of a large number of computers  
14 for a business . . . is unlikely to have a substantially similar purchasing experience as the purchaser  
15 of a single laptop for personal use.” 2010 WL 5387831, at \*3 (N.D. Cal. Dec. 21, 2010).

16 **Item (d.):** The predicted opt-out/opt-in rates for the class(e).

17 **Response to Item (d.):** Based on other deceptive pricing class action settlements and their  
18 experience with consumer class actions, Plaintiffs’ Counsel estimate that less than one percent of the  
19 class will opt out of the settlement. *See Brazil v. Dell Inc.* (“*Brazil*”), Case No. 5:07-cv-01700 (N.D.  
20 Cal.) (354,759 total class members; 15 opt outs); *Ponce v. Lenovo (United States) Inc.* (“*Ponce*”),  
21 Case No. 0:16-cv-01000-JNE-SER ((D. Minn.) (265,301 total class members; 4 opt outs); *Chester v.*  
22 *The TJX Companies, Inc.*, Case No. EDCV 15-01437 ODW (DTBx) (E.D. Cal.) (8,000,000 class  
23 size, with contact information for 1.6 million class members; 6 opt outs).

24 **Item (e.):** The total potential exposure defendants could face on the claims asserted in the  
25 operative complaint and the parties’ basis for agreeing to a discount (if any) on that amount.

26 **Response to Item (e.):** As discussed above, Plaintiffs retained Christian Tregillis, a highly-  
27 regarded economic damages expert to assist in the analysis and evaluation of the settlement amount.  
28 Based on the analysis performed by Mr. Tregillis, Plaintiffs estimate that the average per-unit

1 damages for the 105 Settlement Class Products is between \$0 and \$91—in other words, the average  
 2 amount each Settlement Class Member overpaid for each Class Product ranges between \$0 and \$91.  
 3 (Tregillis Decl. ¶ 31.) Plaintiffs further estimate the total exposure HP could face is approximately  
 4 \$10.4 million, which is based on the average overpayment multiplied by the total number of units  
 5 purchased by the Settlement Class Members for each of the Settlement Class Products during the  
 6 Settlement Class Period.<sup>2</sup>

7 Based on the foregoing analysis, a \$4 million non-reversionary Settlement Fund more than  
 8 adequately compensates the Settlement Class. As explained by Mr. Tregillis:

9 [W]hen agreeing to a settlement, plaintiffs are inherently making a compromise by  
 10 giving up the theoretical future benefits of winning the case (e.g., a damages award),  
 11 while mitigating the risk of losing in litigation (from either a loss on liability or minimal  
 damages), as well as accelerating the receipt of monetary proceeds and non-monetary  
 remedies.

12 (See Tregillis Decl. ¶ 15.) For example, in *Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*,  
 13 the Ninth Circuit affirmed approval of a \$1.725 million settlement notwithstanding an objection  
 14 from a class member who estimated the total loss to the class was upwards of \$12 million.<sup>3</sup> 213 F.3d  
 15 454, 456, 459 (9th Cir. 2000). The Ninth Circuit determined that, even assuming the \$12 million  
 16 estimate was accurate, “the Settlement amount of almost \$ 2 million was roughly one-sixth of the  
 17 potential recovery, which, given the difficulties in proving the case, is fair and adequate.” *Id.* at 459.  
 18 In this case, the settlement fund represents nearly 40% of the potential exposure, significantly  
 19 surpassing the one-sixth standard approved by the Ninth Circuit in *Dunleavy*. Furthermore, claims  
 20 rates in similar consumer class settlements typically range from 3% to 15%. (See Tregillis Decl. ¶¶  
 21 33-35; Dkt. No. 85-4 (“Passarella Decl.”) ¶ 5.) Thus, even under a conservative assumption of a  
 22 high claims rate of 15%, the Settlement will provide Settlement Class Members with a cash payment  
 23 that, at minimum, fully compensates them for their estimated damages. (Tregillis Decl. ¶ 36.)

24 Plaintiffs agreed to a settlement amount below the estimated total exposure due to the  
 25 substantial and timely relief the Settlement provides to Settlement Class Members, as well as the

26 \_\_\_\_\_  
 27 <sup>2</sup> Mr. Tregillis’s analysis was performed for settlement purposes only, using limited data that was  
 provided to him. (See, e.g., Tregillis Decl. ¶ 25 n.29.)

28 <sup>3</sup> In contrast, the plaintiffs’ independent expert estimated the total loss to the class was \$4.1 million.

1 elimination of risks associated with potential unfavorable rulings during class certification and trial.  
2 If litigation were to proceed, Plaintiffs would face challenges with respect to liability, damages, and  
3 class certification. HP would likely claim that Plaintiffs lack standing to assert claims on behalf of  
4 HP customers who purchased dissimilar products, and that Plaintiffs did not suffer any damages  
5 because they received the products they ordered at the price that was advertised. Further, HP has  
6 asserted and would likely continue to assert that Plaintiffs cannot prove deception as its website  
7 states the strikethrough prices are MSRPs and not interpreted by consumers as the price at which HP  
8 typically sells its products. HP would also likely continue to challenge Plaintiffs' claim for unjust  
9 enrichment, given that some courts have declined to recognize it as an independent cause of action.  
10 Moreover, challenges to class certification would be abundant. Plaintiffs will likely face challenges  
11 to the proposed nationwide class as overbroad, and HP would likely argue that it would be  
12 impossible to calculate liability and damages or restitution on a classwide basis. HP would also  
13 likely argue that there are too many individualized issues with respect to the strikethrough prices and  
14 discounts, including how they were presented to class members during the proposed class period,  
15 and how class members were affected (if at all) by the advertised.

16 Accordingly, based on the estimated damages and anticipated claims rate, Plaintiffs believe  
17 the Settlement Fund provides fair and reasonable compensation to the Settlement Class, while also  
18 allowing Plaintiffs and Settlement Class Members to avoid the risk of unfavorable rulings and  
19 secure substantial and timely relief.

20 **Item (f.):** Attorney's fees and costs. Although attorneys' fee requests will not be approved  
21 until the final approval hearing, class counsel should include information about the fees and costs  
22 (including expert fees) they intend to request, their lodestar calculation (including total hours), and  
23 resulting multiplier in the motion for preliminary approval. In a common fund case, the parties  
24 should include information about the relationship between the amount of the common fund, the  
25 requested fee, and the lodestar.

26 **Response to Item (f.):** Settlement Class Counsel anticipates requesting an award of  
27 reasonable attorneys' fees *and costs* in an amount not to exceed \$1 million, to be paid from the  
28 Settlement Fund. (Settlement Agreement §§ 1.30, 3.5(a).) HP agrees it will not oppose such request.



1 (*Id.*) The agreed-upon Settlement Class Counsel Attorneys’ Fees and Costs Award is the product of  
2 a non-collusive adversarial negotiation following mediation with the Hon. Irma E. Gonzalez (Dkt.  
3 85-1 (“Padgett Decl.”) ¶ 9; Dkt. 85-2 (“Rozenblatt Decl.”) ¶ 11.) Currently, Class Counsel’s lodestar  
4 is \$805,296.00, based on 1,409.6 hours billed by attorneys, representing an average hourly rate of  
5 \$571, and does not include the anticipated time spent preparing the attorneys’ fee application,  
6 motion for final approval, and assisting class members with their claims. Class counsel’s hourly  
7 rates are in line with prevailing market rates for attorneys of equal experience and quality. *See, e.g.,*  
8 *Samora v. Chase Dennis Emergency Med. Grp., Inc.*, No. 20-cv-02027-BLF, 2023 U.S. Dist. LEXIS  
9 136096, at \*5 (N.D. Cal. Aug. 4, 2023) (finding 900.4 hours of attorney and paralegal time and  
10 \$614,761 in fees, amounting to a blended rate of \$683/hour reasonable); *Koeppen v. Carvana, LLC*,  
11 No. 21-cv-01951-TSH, 2024 U.S. Dist. LEXIS 150626, at \*34–35 (N.D. Cal. Aug. 22, 2024)  
12 (finding rates ranging from \$575 to \$1,495 per hour rates within the range of rates approved in wage  
13 and hour litigation and reasonable for use as a lodestar cross-check); *see also* The Fitzpatrick  
14 Matrix, <https://www.justice.gov/usao-dc/media/1353286/dl> (last visited Jan. 1, 2025) (reasonable  
15 hourly rates for complex federal litigation in the District of Columbia range from \$500 to \$864) and  
16 *Doe v. Diaz*, No. 2:22-cv-02344-MEMF, 2024 U.S. Dist. LEXIS 129526, at \*2 (C.D. Cal. Apr. 2,  
17 2024) (finding the rates set in the Fitzpatrick Matrix to be along the lines of prevailing rates in the  
18 Central District of California). Class Counsel’s compensable costs attributable to this litigation are  
19 \$53,186.44, of which, \$16,731.50 is attributable to expert fees.

20         When analyzing the relationship between the common fund amount, the requested fee, and  
21 the lodestar, courts in this district exclude reimbursable litigation expenses from the calculation. *See,*  
22 *e.g., In re Facebook, Inc. Consumer Priv. User Profile Litig.*, No. 3:18-MD-02843-VC, 2023 U.S.  
23 Dist. LEXIS 182197, at \*24–26 (N.D. Cal. Oct. 10, 2023); *DiMercurio v. Equilon Enters. LLC*, No.  
24 3:19-cv-04029-JSC, 2024 U.S. Dist. LEXIS 84709, at \*22–29 (N.D. Cal. May 9, 2024). Plaintiffs  
25 thus anticipate requesting a fee award of approximately \$946,480.25 (calculated as \$1 million minus  
26 \$52,519.75 in costs). Under the percentage-of-recovery method, this amount represents  
27 approximately 23.7% of the \$4 million non-reversionary Settlement Fund and is below the “25  
28 percent of the fund ‘benchmark’ for awarding fees” used by the Ninth Circuit. *DiMercurio*, 2024

1 U.S. Dist. LEXIS 84709, at \*24 (quoting *In re Bluetooth Headset Products Liability Litigation*, 654  
 2 F.3d 935, 942 (9th Cir. 2011); *see also id.* at \*24–25 (quoting *Craft v. Cty. of San Bernardino*, 624  
 3 F. Supp. 2d 1113, 1127 (C.D. Cal. 2008)) (“[C]ases with a relatively small fund of under \$10  
 4 million will ‘often result in fees above 25%.’”). The anticipated fee award request is further  
 5 supported by the lodestar cross-check, which, based on the current hours billed by Class Counsel,  
 6 represents a multiplier of 1.18. *See, e.g., Sheikh v. Tesla, Inc.*, No. 17-cv-02193-BLF, 2018 U.S.  
 7 Dist. LEXIS 188338, at \*22 (N.D. Cal. Nov. 2, 2018) (“Multipliers of 1 to 4 are commonly found to  
 8 be appropriate in common fund cases.”).

9 **Item (g.):** A proposed briefing and hearing schedule for final approval. The schedule must  
 10 provide that plaintiffs’ motion for attorneys’ fees will be filed at least 30 days in advance of the  
 11 deadline to object or opt out; that the deadline to file any response to plaintiffs’ motions for final  
 12 approval or attorneys’ fees will fall no sooner than 7 days after the deadline to object or opt out; and  
 13 that any replies in support of the motions for final approval and attorneys’ fees will be filed at least  
 14 three weeks in advance of date on which those motions will be heard.

15 **Response to Item (g.):** In the Proposed Order Granting Preliminary Approval of Class  
 16 Settlement filed in support of preliminary approval, Plaintiffs proposed a briefing and hearing  
 17 schedule. (*See* Dkt. No. 85-5.) Based on the Court’s request, Plaintiffs have modified the Final  
 18 Approval Hearing deadlines as follows:

- 19 • **No later than forty-two (42) days prior to the Final Approval Hearing, or by**  
 20 \_\_\_\_\_, **2025**, Plaintiffs shall file their motion for final approval of the settlement.
- 21 • **No later than twenty-eight (28) days prior to the Final Approval Hearing, or by**  
 22 \_\_\_\_\_, **2025**, any response to Plaintiffs’ motions for final approval or attorneys’  
 23 fees and costs and/or service awards shall be filed.
- 24 • **No later than twenty-one (21) days prior to the Final Approval Hearing, or by**  
 \_\_\_\_\_, **2025**, Plaintiffs shall file any replies in support of the motion for final  
 25 approval and attorneys’ fees.

25 These deadlines are reflected in the amended proposed order filed concurrently herewith. Below is  
 26 an example of the proposed deadlines based on an order granting preliminary approval dated  
 27 January 16, 2025 and a final approval hearing set for July 3, 2025.

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Date*	Event/Deadline
<b>Jan. 16</b>	Order granting preliminary approval of the settlement
<b>Feb. 15</b>	Settlement Administrator to establish Settlement Website; HP to provide contact information of Settlement Class Members ( <i>30 days after preliminary approval order</i> )
<b>Mar. 2</b>	Settlement Administrator to provide notice via email and postcard ( <i>45 days after preliminary approval order</i> )
<b>Mar. 27</b>	Plaintiffs to file motion for attorneys' fees and costs and/or service awards ( <i>35 days before deadline to object or opt out</i> )
<b>May 1</b>	Class members to submit claims, opt out, or object to the settlement ( <i>60 days after notice is sent out</i> )
<b>May 22</b>	Plaintiffs to file motion for final approval ( <i>42 days prior to final approval hearing</i> )
<b>June 5</b>	Class members to file responses to Plaintiffs' motions for final approval or attorneys' fees, costs, and/or service awards ( <i>35 days after deadline to object or opt out</i> )
<b>June 12</b>	Plaintiffs to file any replies in support motions for final approval or attorneys' fees, costs, and/or service awards ( <i>21 days prior to final approval hearing</i> )
<b>July 3</b>	Final Approval Hearing

\*All dates are in 2025.

**Item (h.):** More detail about comparable outcomes. Lead class counsel should provide the following information for as many as feasible (and at least one) comparable class settlements (i.e., settlements involving the same or similar claims, parties, issues): The claims being released, the total settlement fund, the total number of class members, the total number of class members to whom notice was sent, the method(s) of notice, the number and percentage of claim forms submitted, the average recovery per class member or claimant, the amounts distributed to cy pres recipients, the administrative costs, the attorneys' fees and costs, the total exposure if the plaintiffs had prevailed on every claim.

**Response to Item (h.):** Plaintiff's counsel submitted a chart of comparable case settlements in connection with their preliminary approval motion. (*See* Dkt. No. 85-2, Ex. 1.) Plaintiff's counsel has revised and added to the chart to include further detail requested by the Court. (*See* Exhibit A, attached hereto.) The revised chart demonstrates the substantial monetary relief provided to the class compared to *Ponce* and *Brazil*, two class actions involving similar allegations of deceptive pricing on the websites of Dell and Lenovo, two other computer manufacturers. In contrast to the proposed

1 Settlement in this case, both *Brazil* and *Ponce* were claims-made settlements that provided \$50 to  
 2 each class member who submitted a valid claim, and only included class members who purchased  
 3 computers. In this Settlement, both accessories (such as mice and keyboards) and computers are  
 4 included, and the settlement amount provides a larger recovery for the class on both an individual  
 5 and aggregate basis. Settlement Class Members are eligible for a cash benefit of up to \$100, and  
 6 with a conservative estimate of a 15% claims rate, the average cash benefit is projected to be \$63.70.  
 7 (See Rozenblatt Decl. ¶ 16.) This recovery is fair and reasonable and surpasses the relief afforded to  
 8 class members in *Brazil* and *Ponce*. See *Ponce*, No. 16-cv-01000-JNE-SER (Dkt. No. 67, Final  
 9 Approval Order (Jan. 8, 2028)) (finding the monetary relief of \$50 to each claimant to be “fair and  
 10 reasonable in light of the claims in this case and the risks of the litigation, and []consistent with the  
 11 amount that was approved in a similar case involving another computer manufacturer, *Brazil v. Dell*  
 12 *Inc.*, No. 07-cv-1700 (N.D. Cal.)”).

13 Further, after deducting from the Settlement Fund the anticipated settlement administration  
 14 costs, and service and fee awards (subject to approval by the Court), the aggregate amount that will  
 15 be paid to the Settlement Class is approximately \$2,750,000. This exceeds the aggregate amounts  
 16 paid in *Brazil* and *Ponce*. (See Rozenblatt Decl. ¶¶ 15, 17-18, Exs. 2–3.) In *Brazil*, the settlement  
 17 class members received approximately \$479,300 (*id.*), and in *Ponce*, the settlement class members  
 18 received approximately \$2,029,400.<sup>4</sup> See *Ponce*, Dkt. No. 68 (filed Jan 8, 2018) at 2. Accordingly,  
 19 the Settlement in this case provides significantly greater relief to the class compared to the relief  
 20 afforded in both *Brazil* and *Ponce*.

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26 <sup>4</sup> Plaintiffs initially understood the class members in *Ponce* to have received \$1,835,900 based on  
 27 the plaintiff’s briefing in support of her motion for final approval (see Rozenblatt Decl., Ex. 1 (citing  
 28 *Ponce*, Dkt. No. 50). After further researching the issue and reviewing the court’s order granting the  
 plaintiff’s motion for attorneys’ fees, expenses, and service award (*Ponce*, Dkt. 68), Plaintiffs  
 learned that after the addition of some omitted class members to the class list, and another round of  
 notice, there were 40,588 claims at \$50 each, resulting in the payment of \$2,029,400.

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Dated: January 2, 2025

EDGE, A PROFESSIONAL LAW  
CORPORATION

By: /s/ Daniel A. Rozenblatt  
Daniel A. Rozenblatt  
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