

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 1:18-cv-21820-KMM

ZOEY BLOOM,
individually and on behalf of all
others similarly situated,

CLASS ACTION
JURY TRIAL DEMANDED

Plaintiff,

v.

JENNY CRAIG, INC.,
a foreign corporation,

Defendant.

**DECLARATION OF SCOTT A. EDELSBERG IN SUPPORT OF PLAINTIFF'S AND
CLASS COUNSEL'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS
SETTLEMENT, APPLICATION FOR SERVICE AWARD, ATTORNEYS' FEES AND
EXPENSES AND INCORPORATED MEMORANDUM OF LAW**

Scott A. Edelsberg declares as follows:

1. I am one of the attorneys designated as Class Counsel for Plaintiff under the Settlement Agreement and Release ("Settlement" or "Agreement") entered into with defendant, JC USA, Inc., incorrectly named as Jenny Craig, Inc. ("Jenny Craig").¹ I submit this declaration in support of Plaintiff's Unopposed Motion for Final Approval of Class Settlement, Application for Service Award, Attorneys' Fees and Expenses, and Incorporated Memorandum of Law.
2. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration, and could testify competently to them if called upon to do so.
3. The Settlement requires Defendant to pay \$3,000,000 into the Escrow Account for the benefit of the Settlement Class.

¹ All capitalized defined terms used herein have the same meanings ascribed in the Agreement.

4. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, the terms of the Settlement, Class Counsel's Attorneys' Fee application and request for Service Award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement.

5. The Service Award will compensate the Class Representative for her time and effort in the Action, and for the risks she undertook in prosecuting the Action against Defendant.

6. The Parties negotiated and reached agreement regarding fees and costs only after agreeing on all other material terms of the Settlement.

7. As of January 9, 2019, the Settlement Administrator had received 21 requests for exclusions and no objections to the Settlement had been filed.

8. Plaintiff and the Settlement Class were represented by experienced counsel throughout the negotiations. Class Counsel and Defendant engaged in formal mediation with Rodney Max. All negotiations were arm's-length and extensive.

9. The claims and defenses are complex; recovery by any means other than settlement would require additional years of litigation.

10. Class Counsel negotiated the Settlement with the benefit of targeted informal discovery.

11. Class Counsels' analysis and understanding of the legal obstacles positioned them to evaluate the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, as well as the range and amount of damages that were potentially recoverable if the Action proceeded to judgment on a class-wide basis.

12. Class Counsel believe that Plaintiff had a strong case against Defendant.

13. Continued litigation would have involved substantial delay and expense, which further counsels in favor of Final Approval.

14. Class Counsel were well-positioned to evaluate the strengths and weaknesses of Plaintiff's claims, as well as the appropriate basis upon which to settle them.

15. This Settlement provides an extremely fair and reasonable recovery to Settlement Class members when considering Defendant's defenses, as well as the challenging, unpredictable path of litigation that Plaintiff would otherwise have continued to face in the trial and appellate courts.

16. Class Counsel strongly endorse the Settlement.

17. There has been no opposition to the Settlement, as not a single objection was filed despite notice to hundreds of thousands of current and former Jenny Craig members.

18. Plaintiff was also prepared to devote additional time to deposition and to be available for trial, if necessary.

19. Pursuant to the Agreement and the Notices, and consistent with recognized class action practice and procedure, and notwithstanding that the Agreement allows Class Counsel to ask for up to 30%, Class Counsel respectfully request an award of attorneys' fees equal to 28% of the \$3,000,000 Settlement Fund.

20. Prosecuting and settling these claims demanded considerable time and labor, making this fee request reasonable.

21. Class Counsel devoted substantial time to investigating the claims against Defendant.

22. Class Counsel also expended resources researching and developing the legal claims at issue.

23. Time and resources were also dedicated to conducting informal discovery in connection with the mediation process.

24. Settlement negotiations consumed further time and resources.

25. Each of the above-described efforts was essential to achieving the Settlement before the Court.

26. Class Counsel's experience and participation added value to the representation of this Settlement Class.

27. Throughout the litigation, Defendant was represented by extremely capable counsel. They were worthy, highly competent adversaries.

28. Rather than facing years of costly and uncertain litigation, each Settlement Class Member is entitled to claim a cash benefit of approximately \$70 to \$100.00.

29. The Settlement is particularly noteworthy given the combined litigation risks.

30. Prosecuting the Action was risky from the outset.

31. The Settlement is an extremely fair and reasonable recovery for the Settlement Class in light of Defendant's defenses, and the challenging and unpredictable path of litigation Plaintiff and the certified class would have faced absent the Settlement.

32. In undertaking to prosecute this case on a contingent fee basis, Class Counsel assumed a significant risk of nonpayment or underpayment.

33. Public policy concerns – in particular, ensuring the continued availability of experienced and capable counsel to represent classes of injured plaintiffs holding small individual claims – support the requested fee.

34. Despite Class Counsel's effort in litigating this Action, Class Counsel remain completely uncompensated for the time invested in the Action, in addition to the expenses we advanced.

35. Counsel's requested fee of 28% of the Settlement Fund is within the range of fees typically awarded in similar cases.

* * *

I declare under penalty of perjury of the laws of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Fort Lauderdale, Florida, on January 11, 2019.

/s/ Scott A. Edelsberg
Scott A. Edelsberg