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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

GUILLERMO HERNANDEZ, individually and on behalf of all others similarly situated, Plaintiffs, vs. AMAZON.COM SERVICES, LLC, a Delaware limited liability company; BAMBOO COURIERS, a California corporation; and DOES 1 to 10, inclusive. Defendants.	Case No.: 30-2021-01192697-CU-OE-CXC **NOTICE OF MOTION AND MOTION FOR ATTORNEYS' FEES, COSTS, AND INCENTIVE AWARD** Date: February 9, 2026 Time: 1:30 p.m. Dept.: CX103 [*Filed concurrently with Motion for Final Approval; Declaration of Adrian R. Bacon; Declaration of Guillermo Hernandez; and [Proposed] Order*] [Hon. David A. Hoffer]

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that at 1:30 p.m. February 9, 2026, or as soon thereafter as the matter can be heard, in Department CX103 of the above-captioned court, located at 751 W. Santa Ana Blvd Santa Ana, CA, 92701, Plaintiff Guillermo Hernandez ("Plaintiff"), will move for an order Granting Plaintiff's Motion for Attorney's Fees Costs and Incentive Award.

This Motion is based on this Notice of Motion, the accompanying Memorandum of Points and Authorities, the Declarations of Adrian R. Bacon, Guillermo Hernandez, the complete file in this action and any other documentary and/or oral evidence as may be presented at the time of the hearing on this Motion.

Dated: January 15, 2026

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

By: ____________________
Adrian R. Bacon
Attorney for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Through this Motion, Plaintiff Guillermo Hernandez ("Plaintiff") seeks attorneys' fees, costs and an incentive award as a result of the final approval of the proposed class action settlement with Defendants Amazon.com Services, LLC and Bamboo Couriers. ("Defendants"), who do not oppose this Motion. In the proposed settlement, Defendants have agreed to pay $295,000 ("Total Settlement Amount") to the members of the settlement class. The Settlement resolves alleged failure to provide employees with minimum and overtime wages, meal and rest periods or premium wages in lieu thereof, all wages earned and owed at termination, and accurate written wage statements, and PAGA claims brought against Defendants in this action.

The Settlement is the result of the hard work performed by Class Counsel, over the period this case has been pending, reviewing and analyzing produced personnel records during the Class Period, conducting informal evidence exchange relating to merits and class issues, and negotiating and administering the settlement. As such, Plaintiff should be awarded his fees and costs, the Claims Administrator should be paid for providing its services, and the Class Representative should receive an incentive award for expending considerable time and effort actively pursuing this matter to resolution.

Specifically, The Law Offices of Todd M. Friedman, P.C. ("Class Counsel") bring this instant Motion for Attorneys' Fees, Costs and Incentive Awards based upon the share of the Total Settlement Amount calculated to compensate Settlement Class Members with claims factually similar to Plaintiff which accounts for $88,500.00 in fees, plus $13,220.45 in costs, and $18,080 of Claims Administration Expenses, of the total $295,000.00 in the Total Settlement Amount.

II. FACTUAL BACKGROUND

A. <u>Proceedings to Date</u>

Plaintiff filed a PAGA letter naming Bamboo and Amazon on March 18, 2021. Plaintiff initiated this action by filing his Class Action Complaint on April 1, 2021, in Orange County

Superior Court. On June 15, 2021, Plaintiff filed his First Amended Complaint to add his PAGA cause of action. On October 1, 2021, the Orange County Superior Court granted a Motion to Compel Plaintiff to Arbitration and dismissed Plaintiff's individual and class action claims. ("Bacon Decl.") at ¶¶ 5-7.

On January 31, 2023, the Parties attended mediation with experienced wage and hour mediator Jeffrey Krivis and arms-length settlement negotiations between the Parties resulted in this class and PAGA Settlement. Plaintiff and Class Counsel concluded, after taking into account the sharply disputed factual and legal issues involved in this Action, the risks attendant to further litigation, the discovery conducted to date, and the substantial benefits to be received, that settlement as set forth herein was in all Class Members' best interests. *Id*. ¶ 8. After the lengthy negotiation with Mr. Krivis' assistance, the Parties eventually reached an agreement to resolve the matter, the terms of which are embodied in the Agreement. *Id.*

Plaintiff filed his initial Motion for Preliminary approval of Class Action Settlement on January 30, 2025. The matter was reassigned to this Honorable Court on April 28, 2025. On May 23, 2025, the Court issued an order, requiring supplemental briefing (including changes to the settlement agreement and notice documents) and Continuing the hearing on Plaintiff's Motion for Preliminary Approval to August 21, 2025. Plaintiff filed said briefing and changes to the settlement and notice documents on August 7, 2025. After another brief continuance, this Honorable Court granted Preliminary Approval of Class Action Settlement on September 8, 2025. ("Bacon Decl.") at ¶¶ 12-16.

Pursuant to Cal. Code Civ. P. 382, the Court certified the class for settlement purposes. The Court appointed Plaintiff Guillermo as class representative and appointed the Law Offices of Todd M. Friedman as Class Counsel. The Court also appointed Rust Consulting ("Rust") as Settlement Administrator. The Court also approved the Settlement Class Notice and the method of distributing the Settlement Class Notice as set forth in the Settlement Agreement. The Agreement, as approved by the Court, established various deadlines, directing the Settlement Administrator to disseminate the Class Notice and setting an opt-out, and written objection deadline of 45 days after mailing of notice, with an additional 45 days to these deadlines in the event of a remailing of the Notice of Class Settlement. (Declaration of Adrian R. Bacon ["Bacon Decl."], Ex. A ["Settlement"] (Settlement ¶39). Further, Plaintiff informed the LWDA of the settlement, and the LWDA has not submitted any comment or objection to the settlement.

Pursuant to the Court's Order and Settlement Agreement, Phoenix mailed the Class Notice to 476 settlement class members on October 22, 2025. See Schwartz Decl. at ¶ 12. Of the 476 mailed class notices, just 15 were undeliverable by mail. *Id.* ¶ 13. Re-mailed Class Notices were provided with an extended deadline of 20 days after the re-mail date. The latest extended deadline was December 26, 2025. ¶ 14. Thus, the notice was successfully delivered to 461 of 476 members, or over 98% of the class. Of those 461 members who received notice, there were zero valid objections submitted (or any type of objection, timely or otherwise). Id. at ¶ 15. Of those members who received notice, two returned valid information sheets containing a Qualifying Workweek dispute. *Id.* at ¶ 16. These two (2) Worksheets are currently under review. *Id*.

Class Counsel is knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class. Class Counsel has diligently pursued an investigation of the Settlement Class Members' claims against Defendants. Based on the forgoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with the Defendants for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues. Although it denies any liability, Defendants have agreed to settle the claims on the terms set forth in the Settlement Agreement.

III. THE SETTLEMENT

The Settlement provides for a non-reversionary Settlement Fund for the benefit of all Class Members and Aggrieved Employees. (Bacon Decl. Ex. A, Sec. III(7)). The Settlement Fund is defined as the Gross Settlement Amount of Two Hundred Ninety-Five Dollars ($295,000.00). *(Id).* "Class Members" means "all individuals who were employed by Bamboo during the Class Period as a non-exempt employee." (*Id*. ¶ 19; (Settlement, Sec. I(5)).The Class Period is April 1, 2017 to May 1, 2023. (*Id*. ¶ 20; Settlement, Sec. I(6)). The PAGA Settlement Period is March 18, 2020 through May 1, 2023. (*Id.*, Settlement, Sec. I(29)). "PAGA Members" means all individuals who are or previously were employed by Bamboo in California as non-exempt employees at any time during the PAGA Settlement Period ((*Id*. ¶ 21, Sec. I(26).) "Participating Class Members" includes all Class Members who do not timely exclude themselves from the Settlement. (*Id*. ¶ 22; Settlement, Sec. I(30)).

Each Participating Class Member is entitled to an Individual Settlement Share of the Net Settlement Amount, which is defined as the Gross Settlement Amount, less 1) the Service Award of $10,000 for Plaintiff for her service to the Class as Class Representative, 2) Attorneys' Fees in the amount of Eighty Six Thousand, Six Hundred and Sixty Six Dollars and Sixty Six Cents ($88,500.00), thirty percent (30.00%) of the Settlement Fund, plus Class Counsel's expenses of up to $15,000 (tallied at $13,220.45), 3) Claims Administration Expenses, including the postage and printing costs for the Class Notices and the postage costs for mailing the payments, and 4) the PAGA Allocation of Ten Thousand Dollars ($20,000), 75% of which shall go to the Labor and Workforce Administration ("LWDA") and 25% of which shall go to Aggrieved Employees. Bacon Decl. ¶ 23.

The Net Settlement Amount will be paid as individual shares to Participating Class Members. *Id*. ¶ 26. The portion of each Individual Settlement Share representing wages will be subject to normal employment tax withholdings relative to the Participating Class Member's employment (e.g., withholdings for State and Federal income tax, employee FICA tax, California SDI, etc.) with the Administrator remitting all such withholdings directly to the pertinent state and federal taxing authorities. The Settlement releases from liability Defendant and any person acting on its behalf ("Released Parties"). *Id*. ¶¶ 28–30. Every Class Member who does not request exclusion from, or "opt-out" of, the Class, including Plaintiff, will release all known and unknown wage and hour claims for the Class Period that were, or could have been, asserted based on the facts alleged in the Complaint against the Released Parties. *Id*. ¶ 30.

IV. ARGUMENT

A. THIS COURT SHOULD AWARD CLASS COUNSEL FEES AND COSTS

Both the United States Supreme Court and the California Supreme Court have long recognized the need for class actions in consumer cases where recoveries are too small to warrant individual prosecution. Over a quarter of a century ago, the California Supreme Court explained:

> Modern society seems increasingly to expose men to … group injuries for which individually they are in a poor position to seek legal redress, either because they do not know enough or because such redress is disproportionately expensive. If each is left to assert his rights alone if and when he can, there will at best be a random and fragmentary enforcement, if there is any at all. This result is not only unfortunate in the particular case, but it will operate seriously to impair the deterrent effect of the sanctions which underlie much contemporary law.

Vasquez v. Superior Court, 4 Cal. 3d 800, 807 (1971); *see also Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 434 (2000) ("Courts long have acknowledged the importance of class actions as a means to prevent a failure of justice in our judicial system.").

The concerns articulated by the Court in *Vasquez* apply precisely to this action. Individual Class Members could, or would, not have undertaken the burden of investigation and litigation necessary to prosecute individual claims against it. A class action was necessary to vindicate their rights. As the United States Supreme Court explained in *Amchem Prods. Co. v. Windsor*, 521 U.S. 591 (1997):

> The policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights. A class action solves this problem by aggregating the relatively paltry potential recoveries into something

worth someone's (usually an attorney's) labor.

Id. at 617. The reality is that appropriate awards of attorneys' fees are absolutely necessary in order to ensure that consumer and employee rights are protected and vindicated. One of the fundamental axioms of class action law is that a plaintiff who obtains a settlement on behalf of absentee class members is allowed to recover reasonable attorneys' fees and costs incurred in the litigation. *See, e.g., Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-92 (1970) (recognizing the right of class action plaintiffs who have obtained a settlement to recover attorneys' fees and costs because, "[t]o allow the others to obtain full benefit from the plaintiff's efforts without contributing equally to the litigation expenses would be to enrich the others unjustly at the plaintiff's expense.").

Contingency fee litigation is always risky. Despite this risk, Class Counsel have secured an excellent result in this litigation, and Class Counsel respectfully submit that the award of $88,500.00 in fees and $13,220.45 in litigation costs as well as a service payment of $10,000 to the Class Representative is therefore appropriate. As explained below, the requested fee reflects a negative lodestar multiplier of 0.525, after years of work on this litigation, of Class Counsel's actual fees of $168,575.00. Plaintiff is entitled to recover reasonable attorneys' fees, expenses and costs under Code of Civil Procedure § 1021.5. Moreover, when a party is entitled to statutory fees, "the fee should ordinarily include compensation for all hours reasonably spent, including those relating solely to the fee". *See Serrano v. Unruh*, 32 Cal. 3d 621, 624 (1982) ("*Serrano IV*"). California courts, in exercising their broad discretion to determine the appropriate fee, may base their calculations on the "lodestar" and "multiplier" method. *See Press v. Lucky Stores, Inc.*, 34 Cal. 3d 311, 322 (1983); *Serrano v. Priest*, 20 Cal. 3d 25, 48-49 (1977) ("*Serrano III*"). That said, it is submitted that the fee award sought herein is reasonable under both the lodestar/multiplier and common fund approaches in determining reasonable attorney's fees. Class Counsel's costs are also fully documented, necessarily incurred and otherwise reasonable.

The reaction of the Class to the Settlement terms relating to fees and costs must also be recognized. To date, zero Class Members have opted out and zero Class Members have objected to the Fee request. Courts have interpreted that response as evidence that the Settlement warrants final approval. *See, e.g.*, *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1152-53 (2000) (finding response of class members to be "overwhelmingly positive" where "a mere 80 of the 5,454 absent class members elected to opt out of the settlement.").

1. <u>The requested attorney's fees are reasonable, fair and appropriate under the lodestar/multiplier approach</u>

Under the lodestar/multiplier approach, the court computes the "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates. *See Serrano III*, 20 Cal. 3d at 48. However, "the lodestar formula does not limit consideration to hours expended and hourly rate, though that is the foundation of the calculation." *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 40 (2000). The court then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree of success achieved. *See Serrano III*, 20 Cal. 3d at 49; *see also Lealao*, 82 Cal. App. 4th at 26; *Thayer v. Wells Fargo Bank*, 92 Cal. App. 4th 819, 834 (2001) ("[t]here is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation"). Class Counsels' fee demand is justified based upon the lodestar method of calculating fees. Here, the requested attorneys' fees reflect a negative lodestar multiplier. Class counsel reasonably expended a total of 223 hours on this matter, which amount to $168,575.00 in total fees. Bacon Decl. ¶ 57-62. In contrast, counsel here seeks $88,500.00 in attorneys' fees, which represents a negative lodestar multiplier of approximately 0.525.

a. The number of hours claimed is reasonable

Counsel for prevailing parties are entitled to be compensated "for all time reasonably expended in pursuit of the ultimate result achieved in the same manner that an attorney traditionally is compensated by a fee-paying client for all time reasonably expended on a matter." *Hensley v. Eckerhart*, 461 U.S. 424, 431 (1983) (internal quotes and citation omitted); *see also Serrano IV*, 32 Cal. 3d at 633 (parties "should recover for all hours reasonably spent"). The amount of time Class Counsel spent on this case (223), which culminated in the favorable Settlement, is entirely reasonable given the complexity of the issues involved, Defendant's vigorous defense, the length of time the litigation has been pending, and the exceptional results obtained. Further, all of Class Counsel's time is supported by the declaration of Adrian R. Bacon submitted concurrently with this Motion, which itself is based on records that are maintained in the normal course of Class Counsel's practice. *See*, *In re Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 511-12 (2009) ("We see no reason why [the court] could not accept the declarations of counsel attesting to the hours worked, particularly as he was in the best position to verify those claims by reference to the various proceedings in the case."); *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 254-55 (2001).

b. *The hourly rates requested are reasonable*

Class Counsel are entitled to be compensated at hourly rates that reflect the reasonable market value of their legal services, based on their experience and expertise. *See Serrano IV*, 32 Cal. 3d at 640 n.31; *San Bernardino Valley Audubon Soc'y, Inc. v. County of San Bernardino*, 155 Cal. App. 3d 738, 755 (1984). "The reasonable hourly rate is that prevailing in the community for similar work." *PCLM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000). Payment at full market rates is essential to entice well-qualified counsel to undertake difficult cases such as this one. *See Audubon Soc'y*, 155 Cal. App. 3d at 755. Class Counsel's hourly rates are fully supported by their experience and reputation in handling complex class action litigation. *See* Bacon Decl. ¶¶ 42–55. Further, Class Counsel charge rates commensurate with the prevailing market rates for attorneys of comparable experience and skill handling complex litigation and Class Counsel made all reasonable attempts to assign tasks to members and staff at the appropriate billing rates.

2. The requested attorneys' fees and costs are reasonable, fair and appropriate under the Common Fund Doctrine.

While the lodestar method set forth above weighs in favor of granting this Motion, a percentage of the common fund calculation supports the requested fee as well. The concept of awarding attorneys' fees from a common fund such as at issue here was stated in the following manner by the California Supreme Court: "[W]hen a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund." *Serrano III*, 20 Cal. 3d at 34; *see also Lealao*, 82 Cal. App. 4th at 26 (observing that "Fee spreading occurs when a settlement or adjudication results in the establishment of a separate or so-called common fund for the benefit of the class. Because the fee awarded class counsel comes from this fund, it is said that the expense is borne by the beneficiaries."). In addition to spreading the litigation fees among all beneficiaries, awards of common fund fees are essential to furthering the important societal goal of attracting competent counsel to handle these often complex contingency cases "who will be more willing to undertake and diligently prosecute proper litigation for the protection or recovery of the fund if [the attorneys are] assured that [they] will be promptly and directly compensated should [their] efforts be successful." *Melendres v. City of Los Angeles*, 45 Cal. App. 3d 267, 273 (1975) (quoting *In re Stauffer's Estate*, 53 Cal. 2d 124, 132 (1959)). In California, trial courts have inherent equitable power to award attorney's fees on a common fund basis when counsel's efforts "have resulted in the preservation or recovery of a certain or easily calculable sum of money." *Serrano III*, 20 Cal. 3d at 35. The traditional method for calculating a common fund fee is to award a percentage of the total fund. *See, e.g., Lealao*, 82 Cal. App. 4th at 26. Fee awards from a common fund can "average around one-third of the recovery." *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 558 n.13 (2009); *see also Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008).

The determination of the proper quantum of attorneys' fees in this case is not a complicated matter, given the Total Settlement Amount of $295,000. Thus, the fees sought by Class Counsel represent 30% of that amount, which is well within the realm of fees for such work on a contingency basis. *Lealao*, 82 Cal. App. 4th at 47 ("As many courts have noted … the amount of attorney fees typically negotiated in comparable litigation should be considered in the assessment of a reasonable fee in representative actions in which a fee agreement is impossible.").

In sum, the fees requested herein are more than reasonable due to the result achieved, the reaction of the Class to the Settlement, as well as the entirely contingent nature of the work undertaken by Class Counsel, for which they have yet to be paid one cent for their work.

3. <u>The requested costs are fully documented, necessarily incurred and reasonable.</u>

To date, Class Counsel have documented and verified a total of $13,220.45 in expenses and costs incurred through the time of this Motion. *See* Bacon Decl. ¶ 59. The costs and expenses for which counsel seeks reimbursement include filing fees, service of process, electronic filing fees and mediation expenses. *Id.* Plaintiff's counsel has not billed for miscellaneous expenses such as legal research expenses, printing expenses and postage. All of these costs were necessarily incurred in the course of this litigation and should be reimbursed. *Id.*. Thus, Plaintiff's request for $13,220.45 in costs is reasonable.

B. THE COURT SHOULD AWARD PLAINTIFF HIS REQUESTED INCENTIVE AWARD

Fourteen years ago, in *Cellphone Termination Cases*, 186 Cal. App. 4th 1380, 1396 (2010), the appellate court upheld the trial's court approval of $10,000 in incentive awards to each class representative. The court reasoned, "'[T]he rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class.'" *Id.* at 1394 (quoting *Clarke v. American Residential Servs. LLC*, 175 Cal. App. 4th 785, 806 (2009)).

Here, the Settlement Agreement calls for Plaintiff to receive a $10,000 incentive award. This incentive award is well deserved and justified by the fact that Plaintiff took action on behalf of hundreds of class members and expended considerable effort to achieve the results. Hernandez Decl. ¶¶ 3-9; Plaintiff participated in informal discovery, investigations, mediation and subsequent settlement negotiations. *Id*. By bringing this action, Plaintiff furthered the public policy goals of upholding the California Labor Code. Therefore, this time and effort made resolution of this case possible for the members of the Class. Furthermore, Plaintiff has served as model class representative since the inception of this case. By bringing this action, Plaintiff also furthered the well-established public policy goals of protecting employees from violations of wage and hour protections.

II. CONCLUSION

For the reasons stated above, Plaintiff respectfully submits that this Motion should be granted in its entirety. Specifically, Plaintiff seeks:

- $88,500.00 for Class Counsel's fees;
- $13,220.45 for Class Counsel's costs;
- $18,080.00 for the cost of Claims Administration; and
- A $10,000.00 incentive award to the Plaintiff.

Respectfully submitted,

Dated: January 15, 2026

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

By: ______________________________
Adrian R. Bacon
Attorneys for Plaintiff

PROOF OF SERVICE

I am employed in Los Angeles County, California. I am over the age of 18 and not a party to this action. My business address is 23586 Calabasas Rd., Suite 105, Calabasas, CA 91302.

On January 15, 2026, I served the foregoing document, described as:

NOTICE OF MOTION AND MOTION FOR ATTORNEYS' FEES, COSTS, AND INCENTIVE AWARD

[ ] the original of the document
[x] true copies of the document

as follows:

MORGAN, LEWIS & BOCKIUS LLP Daniel Rojas Daniel.Rojas@morganlewis.com Max.Fischer Max.Fischer@Morganlewis.com Attorneys for Defendant	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Nikolas Djordjevski Nikolas.Djordjevski@Ogletree.com Yousaf Jafri Yousaf.Jafri@Ogletree.com Tim Johnson Tim.Johnson@Ogletree.com

[xx] **BY ELECTRONIC MAIL**: I served the above documents in pdf format to the email listed in the service caption above. A true and correct copy of transmittal will be produced if requested by any party or the Court.

[xx] **STATE:** I declare under penalty of perjury under the laws of the state of California that the above is true and correct.

[ ] **FEDERAL:** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed this January 15, 2026, at Calabasas, California.

EC
Erika Campany