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MARIA BAHNA and the putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

MARIA BAHNA, an individual, on behalf
of herself, on behalf of all persons similarly
situated, and on behalf of all aggrieved
employees,

Plaintiff,

vs.

DIOCESE OF SAN BERNARDINO
EDUCATION AND WELFARE
CORPORATION, a California corporation;
and DOES 1 through 50 inclusive

Defendants.

Case No. CIVSB2303381

Hon. David E. Driscoll, Dept. S22

CLASS ACTION

**NOTICE OF MOTION AND MOTION
FOR ATTORNEYS' FEES, COSTS, AND
EXPENSES; AND FOR
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Filed concurrently with:

- 1. Motion for Final Approval of Class Action and PAGA Settlement**
- 2. Declaration of Maria Bahna**
- 3. Declaration of Tarus Dancy**
- 4. Declaration of Calvin A. Marshall**
- 5. [Proposed] Order Granting Final Approval of Class Action Settlement**
- 6. [Proposed] Judgment**

Date: October 13, 2026

Time: 8:30 a.m.

Dept.: S22

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on October 13, 2026, at 8:30 a.m., or as soon
3 thereafter as counsel may be heard, in Department S22 of the above-captioned court,
4 located at 247 W. Third St., San Bernardino, California 92415, the Honorable David E.
5 Driscoll presiding, Plaintiff Maria Bahna (“Plaintiff”) will, and hereby does, move this
6 Court to award:

- 7 1. \$403,199.76 in attorneys’ fees and \$26,500.00 in litigation costs and expenses to
8 The Ozzello Practice, PC and the Law Offices of David R. Greifinger.
9 2. A \$15,000.00 Class Representative Enhancement Payment to Plaintiff Maria
10 Bahna for her service on behalf of the Settlement Class, for her general release
11 of all claims she may have against Defendants, arising out of her employment,
12 and any reputational damage she sustained in bringing this action on behalf of
13 the Class.

14 This Motion should be granted because: (1) no action would likely have been taken
15 by Class Members individually, and no compensation would have been recovered for them,
16 but for Plaintiff’s service on their behalf; (2) the requested attorneys’ fees and costs are fair
17 and reasonable under California law based on the work performed and the results obtained
18 for the class; (3) California public policy recognizes that attracting competent counsel to
19 litigate cases on behalf of clients unable to pay hourly fees requires attorney fee awards
20 commensurate with such risks; and (4) the Class’s response confirms that the requested
21 attorneys’ fees and costs/expenses and Class Representative Enhancement Payments should
22 be approved.

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1 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the
2 Memorandum of Points and Authorities in Support of Motion for Attorneys' Fees, Costs
3 and Expenses, and Class Representative Enhancement Payment; (3) the concurrently Filed
4 Motion for Approval of Class Action and PAGA Settlement, (4) the Declaration of Maria
5 Bahna; (5) the Declaration of Calvin A. Marshall; (6) the [Proposed] Order Granting Final
6 Approval of Class Action and PAGA Settlement; (7) the [Proposed] Judgment; (8) the
7 records, pleadings, and papers filed in this action; and (9) upon other documentary and oral
8 evidence or argument that may be presented to the Court at or prior to the hearing of this
9 Motion.

10 Dated: September 16, 2026

THE OZZELLO PRACTICE, PC
LAW OFFICES OF DAVID R. GREIFINGER

13 By: 
14 MARK A. OZZELLO
15 DAVID R. GREIFINGER
16 CALVIN A. MARSHALL
Attorneys for Plaintiff, MARIA BAHNA,
and the putative Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **INTRODUCTION**

3 Plaintiff Maria Bahna (“Plaintiff”) moves for attorneys’ fees in the amount of one-
4 third of the \$1,209,720.26 non-reversionary settlement fund, or \$403,199.76, and litigation
5 costs and expenses of \$26,500.00. The requested award of attorneys’ fees is reasonable and
6 consistent with the prevailing California practice of awarding attorneys’ fees in the amount
7 of one-third of the settlement fund. California policy strongly favors use of the percentage
8 method of calculating fees for class action settlements, as it “distributes the cost of hiring
9 an attorney among all the parties benefited,” namely, Class Members. (*Laffitte v. Robert*
10 *Half International Inc.* (2016) 1 Cal.5th 480, 489 (“*Laffitte II*”). The percentage method
11 also incentivizes competent counsel to achieve the best results as efficiently as possible by
12 giving them a stake in the outcome, rather than incentivizing counsel to drive up hours
13 through protracted litigation. Furthermore, because none of the Class Members have paid
14 fees to Plaintiffs’ Counsel for their effort during the litigation, equity dictates that they pay
15 a fair and reasonable fee for the valuable benefits obtained—not less than if they had hired
16 private counsel to litigate their cases individually.

17 Plaintiff also moves for a Class Representative Enhancement Payment of \$15,000.00
18 for her service on behalf of the Settlement Class and for agreeing to a broader release than
19 those required of other Class Members.

20 **ARGUMENT**

21 **I. The Court should award the requested attorneys’ fees, which amount to one-**
22 **third of the Class Settlement Amount.**

23 **A. The attorneys’ fees are reasonable as a percentage of the common fund.**

24 Plaintiff moves for an award of attorneys’ fees in the amount of \$403,199.76, or
25 one-third of the gross settlement fund. This request for attorneys’ fees is supported by
26 California law under the common-fund doctrine. The common-fund doctrine applies where,
27 as here, attorneys have been instrumental in creating a settlement fund that benefits all
28

1 class members. A percentage calculation with lodestar cross-check is permitted in a
2 common-fund case. (*Laffitte II, supra*, 1 Cal.5th at p. 503.) Our Supreme Court explained,
3 “We join the overwhelming majority of courts in holding that when class action litigation
4 establishes a monetary fund for the benefit of the class members...the court may determine
5 the amount of a reasonable fee by choosing an appropriate percentage of the fund created.”
6 (*Ibid.*)

7 In *Laffitte II*, the Supreme Court encouraged California courts to exercise their
8 discretion to use the common fund—or “percentage method”—to calculate fees when a
9 discrete fund is created for the benefit of a large group of beneficiaries. (*Laffitte II, supra*,
10 1 Cal.5th at p. 503.) The court explained that the percentage method has “recognized
11 advantages” over the lodestar-multiplier method, “including relative ease of calculation,
12 alignment of incentives between counsel and the class, a better approximation of market
13 conditions in a contingency case, and the encouragement it provides counsel to seek an
14 early settlement and avoid unnecessarily prolonging the litigation.” (*Ibid.*)

15 By awarding counsel a percentage of the total recovery, rather than fees based on
16 hours worked, the percentage method encourages attorneys to efficiently litigate to achieve
17 the best results possible for the class rather than to accumulate billable hours. (See *Laffitte*
18 *II, supra*, 1 Cal.5th at pp. 492-494.) Indeed, “[t]he percentage method is generally favored
19 in common fund cases because it allows courts to award fees from the fund in a manner that
20 rewards counsel for success and penalizes it for failure.’ [Citation.]” (*Id.* at p. 493.) The
21 percentage method fairly “distributes the cost of hiring an attorney among all the parties
22 benefited[.]” (*Id.* at p. 489.) The common-fund doctrine “‘rests squarely on the principle of
23 avoiding unjust enrichment’ [citations], attorney fees awarded under this doctrine are not
24 assessed directly against the losing party (fee shifting), but come out of the fund
25 established by the litigation, so that the beneficiaries of the litigation bear this cost (fee
26 spreading).” (*Lealao v. Beneficial California Inc.* (2000) 82 Cal.App.4th 19, 27.)

27 Here, the parties’ January 16, 2026, Stipulation of Settlement (“Settlement
28

Agreement”) has created a non-reversionary fund. Under *Laffitte II*, this Court should grant Plaintiff’s request to award attorneys’ fees as a percentage of the common fund.

B. California’s state and federal courts routinely award attorneys’ fees in the amount of one-third of the common fund.

California state and federal courts routinely award attorneys’ fees equaling one-third of the common fund. (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn.11 [“Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.” [Citation.]; Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study* (March 2004) 1 Journal of Empirical Legal Studies, Issue 1, 27, 35 [independent studies of class action litigation nationwide conclude that fees representing one-third of the total recovery is consistent with market rates].) Notably, the Supreme Court in *Laffitte II* affirmed a fee award representing one-third of the fund. (*Laffitte II, supra*, 1 Cal.5th at pp. 487, 503-504.)

A fee award in the amount of one-third of the common fund is also reasonable because it best reflects the market rate for contingency fees. (See *Lealao v. Beneficial California Inc., supra*, 82 Cal.App.4th at p. 47 [“attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace”].) Fees representing one-third of the recovery reflect the rate negotiated in “typical contingency fee agreements [which] provide that class counsel will recover 33 % if the case is resolved before trial and 40% if the case is tried.” (*Fernandez v. Victoria Secret Stores, LLC* (C.D Cal. July 21, 2008, No. CV 06-04149 MMM SHX) 2008 WL 8150856, at *16, fn. 59 [finding that a fee award constituting 34 percent of the common fund to be reasonable].). The requested fee structure in this case reflects the marketplace and should be approved.

Courts have recognized that the negotiated fee is the best indication of the market price for fees. The object “is to give the lawyer what he would have gotten in the way of a fee in an arm’s-length negotiation, had one been feasible.” (*Matter of Continental Illinois Securities Litigation* (7th Cir. 1992) 962 F.2d 566, 572. The court should determine what

1 the attorneys' fees would be if a similar suit were handled on a contingent fee basis with a
2 similar outcome. (*Id.* at pp. 572-573.) The negotiated fees here—one-third of the overall
3 settlement value—are reasonable.

4 **C. The reasonableness of the percentage-based fee award is supported by other**
5 **factors.**

6 The lodestar may be adjusted by the court based on factors as relevant here including
7 the results obtained, the quality of the representation, and the contingent nature of the fee award.
8 (See *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132; *Lealao v. Beneficial California, Inc.*,
9 *supra*, 82 Cal.App.4th at p. 26.)

10 **1. The attorneys' fees are merited by the results achieved on behalf of the**
11 **Settlement Class.**

12 As set forth more fully in the accompanying Memorandum of Points and Authorities
13 in Support of the Motion for Final Approval of Class Action and PAGA Settlement,
14 Plaintiff's Counsel negotiated a total settlement valued at \$1,209,720.26 despite significant
15 obstacles. As a result of Plaintiff's Counsel's efforts, there will be an estimated \$710,030.50
16 for distribution to the participating Settlement Class Members. This works out to an average
17 share of approximately \$448.25 per Settlement Class Member. Those who worked during the
18 PAGA period will receive an additional average of \$8.16.¹

19 By delivering this substantial benefit to class members, Plaintiff's Counsel have
20 achieved excellent results by any measure, but particularly in comparison to the typical
21 recovery in a wage-and hour action involving retail workers. (See, e.g., *Sandoval v. Nissho*
22 *of California., Inc.* (Super. Ct. San Diego, Dec. 3, 2010, No. 37-2009-00091861) [average
23 net recovery of approximately \$145.00]; *Fukuchi v. Pizza Hut* (Super. Ct. L.A. County,
24 Sept. 29, 2006, No. BC302589) [average net recovery of approximately \$120.00];
25 *Contreras v. United Food Group, LLC* (Super. Ct. L.A. County, Sept. 10 2009, No.
26 BC389253) [average net recovery of approximately \$120.00]; *Ressler v. Federated*

27 ¹ Declaration of Tarus Dancy on behalf of Apex Class Action, LLC. ["Dancy Decl."] ¶¶ 17-20; Declaration
28 of Calvin A. Marshall In Support of Motion for Final Approval of Class Action Settlement ["Marshall
Decl."] ¶ 19.

1 *Department Stores, Inc.* (Super. Ct. L.A. County, Jan. 2, 2009, Case No. BC335018)
2 [average net recovery of approximately \$90.00]; *Doty v. Costco Wholesale Corporation*
3 (C.D.Cal. May 14, 2007, No. CV05-3241 FMC-JWJx) [average net recovery of
4 approximately \$65.00]; *Sorenson v. PetSmart, Inc.* (E.D.Cal. Dec. 17, 2018, No. 2:06-CV-
5 02674-JAM-DAD [average net recovery of approximately \$60.00]; *Lim v. Victoria's Secret*
6 *Stores, Inc.* (Super. Ct. Orange County, Jan. 20, 2006, No. 04CC00213) [average net
7 recovery of approximately \$35.00]; *Gomez v. Amadeus Salon, Inc.* (Super. Ct. L.A. County,
8 July 23, 2010, No. BC392297) [average net recovery of approximately \$20.00]; *Jones v.*
9 *Bath & Body Works, Inc.* (C.D.Cal. July 11, 2016, No. 2:13-cv-05206-FMO-AJW) [average
10 net recovery of approximately \$50.00]; *Palencia v. 99 Cents Only Stores* (Super. Ct.
11 Sacramento County, Nov. 5, 2012, No. 34-2010-00079619) F4[average net recovery of
12 approximately \$80.00].)

13 The Class' response to date— .06 percent of the Settlement Class opted out, not a
14 single Class Member disputed their workweek calculation, and not a single Class Member
15 objected to the Settlement²—confirms the fairness and desirability of the Settlement to
16 Class members. (See *7-Eleven Owners for Fair Franchising v. Southland Corporation*
17 (2000) 85 Cal.App.4th 1135, 1152-1153 [response to proposed settlement overwhelmingly
18 positive where 80 out of 5,454 class members elected to opt out and nine class members
19 objected]; *Chun-Hoon v. McKee Foods Corporation* (N.D.Cal. 2010) 716 F.Supp.2d 848,
20 852 [zero objections and 16 opt-outs (4.86 percent of the class) from 329 class members
21 “strongly” support settlement]; *Garner v. State Farm Mutual Automobile Insurance Co.*
22 (N.D.Cal. Apr. 22, 2010, No. CV 08 1365 CW EMC) 2010 WL 1687832, at *15 [opt-outs
23 of 101 out of 24,000 settlement class members (about 0.4 percent)]indicated fairness of
24 settlement].) The terms of the settlement and the class response clearly justify the fee
25 request.
26
27

28 ² Dancy Decl. ¶¶ 11-15.

1 2. *The attorneys' fees are merited by the contingent risk assumed by*
2 *Plaintiffs' counsel.*

3 Plaintiff's Counsel took this case on a pure contingency basis and had no guarantee
4 that they would receive any remuneration for the many hours they spent litigating the
5 Class's claims, or for the out-of-pocket costs they incurred. When representing large
6 numbers of employees in wage-and-hour actions, attorneys like Plaintiff's Counsel
7 inevitably must be prepared to make a significant investment of time, energy, and
8 resources. "[C]ourts have routinely enhanced the lodestar to reflect the risk of non-payment in
9 common fund cases.' [Citation.] This mirrors the established practice in the private legal market
10 of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their
11 normal hourly rates for winning contingency cases. [Citation.] In common fund cases, 'attorneys
12 whose compensation depends on their winning the case[] must make up in compensation in the
13 cases they win for the lack of compensation in the cases they lose.' [Citation.]" (*Vizcaino v.*
14 *Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051; accord, *In re Washington Public Power*
15 *Supply Systems Securities Litigation* (9th Cir. 1994) 19 F.3d 1291, 1299.)

16 Attorneys accepting contingency fee cases should be compensated in amounts
17 greater than those earned by attorneys who bill and receive payment by the hour. If a
18 contingency fee attorney were awarded fees at the same level as an hourly-fee attorney, it
19 would be economically irrational for any attorney to accept the risks of contingency fee
20 cases.³ Without the application of a multiplier in cases where they prevail, attorneys would
21 be unable to represent employees and consumers on contingency. This would in turn
22 undermine California's strong policy of encouraging attorneys to represent low-income

23 ³ See Richard A. Posner, *Economic Analysis of Law* (4th ed. 1992) pp. 534, 567 ["A contingent
24 fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee
25 compensates the lawyer not only for the legal services he renders but for the loan of those services. The
26 implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which
27 cancels the debt of the client to the lawyer) is much higher than that of conventional loans."]; John
28 Leubsdorf, *The Contingency Factor in Attorney Fee Awards* (1981) 90 Yale L.J. 473, 480 ["A lawyer
 who both bears the risk of not being paid and provides legal services is not receiving the fair market
 value of his work if he is paid only for the second of these functions. If he is paid no more, competent
 counsel will be reluctant to accept fee award cases."]; ABA Model Code of Professional Responsibility, DR
 2-106(B)(8) [contingent nature of attorney representation as an appropriate component in
 considering whether fee is reasonable].

1 individuals seeking unpaid back wages and other employment-related redress. Accordingly,
2 the high contingent risk taken by Plaintiff's Counsel in this case supports the fee request.

3 **D. A lodestar cross-check confirms that the attorneys' fees are fair and**
4 **reasonable.**

5 The trial court may use an abbreviated lodestar "cross-check" for common fund
6 awards if the court considers it useful. (*Laffitte II, supra*, 1 Cal.5th at pp. 504-505.) In
7 conducting a lodestar cross-check, the Court first determines a lodestar value for the fees
8 by multiplying the time reasonably spent by plaintiffs' counsel on the case by a reasonable
9 hourly rate. (*In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 556.) To
10 determine whether the requested rate is reasonable, courts look to the prevailing rate for
11 similar work in the pertinent geographic region. (*PLCM Group v. Drexler* (2000) 22
12 Cal.4th 1084, 1094-1098.)

13 The lodestar cross-check "does not override the trial court's primary determination
14 of the fee as a percentage of the common fund and thus does not impose an absolute
15 maximum or minimum on the fee award." (*Id.* at p. 505.) "If the multiplier calculated by
16 means of a lodestar cross-check is extraordinarily high or low, the trial court should consider
17 whether the percentage used should be adjusted so as to bring the imputed multiplier within a
18 justifiable range, but the court is not necessarily required to make such an adjustment." (*Ibid.*)
19 Courts conducting lodestars cross-check to the percentage method need not closely scrutinize
20 each attorney-hour. (*Ibid.*) An evaluation may be done by reviewing counsel declarations
21 summarizing overall time spent. (*Ibid.*)

22 Here, Plaintiffs' Counsel billed a total of approximately 438.4 hours, as detailed in
23 the below chart.⁴

Lawyer / Staff	CA Bar Yr.	Rate	Hours	Fees
Mark A. Ozzello	1984	\$1,200.00	78.4	\$94,080.00
David R. Greifinger	1982	\$1,200.00	23.5	\$28,200.00
Calvin A. Marshall	2017	\$850.00	338.9	\$288,065.00
Maya Strysko		\$250.00	4.9	\$1,225.00
Total				\$411,570.00

27
28 ⁴ Marshall Decl. ¶ 28.

1 The total attorney hours expended on this action are reasonable and in line with
2 comparable cases. “By and large, the court should defer to the winning lawyer’s
3 professional judgment as to how much time he was required to spend on the case; after all,
4 he won, and might not have, had he been more of a slacker.’ [Citation.]” (*Kerkeles v. City*
5 *of San Jose* (2015) 243 Cal.App.4th 88, 104).

6 Multiplying the total hours billed by their reasonable hourly rates yields a lodestar
7 of \$411,570.00.⁵ Plaintiff’s Counsel’s hourly rates are comparable to, or less than, those
8 charged by other class action plaintiffs’ counsel and the firms defending class actions, and
9 have been approved by numerous federal and state courts. (See *Aarons v. BMW of North*
10 *America* (C.D.Cal. Apr. 29, 2014 No. 11-7667-PSG) 2014 U.S. Dist. LEXIS 118442, *40-
11 41.) Other courts have approved hourly rates in this range for plaintiff’s side law firms in
12 the Southern California area. (E.g., *Kearney v. Hyundai Motor Am.* (C.D.Cal. June 28,
13 2013) 2013 U.S. Dist. LEXIS 91636, *24 [approving hourly rates of \$650-\$800 for senior
14 attorneys in consumer class action]; *Parkinson v. Hyundai Motor America* (C.D.Cal. 2010)
15 796 F.Supp.2d 1160, 1172 [approving hourly rates between \$445 and \$675]; *Faigman v.*
16 *AT&T Mobility LLC* (N.D.Cal. Feb. 15, 2011) 2011 U.S. Dist. LEXIS 15825, * 2
17 [approving hourly rates of \$650 for partner and \$500 for associate]; *Richard v. Ameri-*
18 *Force Management Service., Inc.* (Super. Ct. San Diego County, Aug. 27, 2010, No. 37-
19 2008-00096019 [\$695 to \$750 an hour for partners; \$495 an hour for associates]; *Barrera*
20 *v. Gamestop Corporation* (C.D.Cal. Nov. 29, 2010, No. CV 09-1399) [\$700 an hour for
21 partners; \$475 an hour for associates]; *Anderson v. Nextel Retail Stores LLC* (C.D.Cal. June
22 20, 2010, No. CV 07-4480) [\$655 to \$750 an hour for partners; \$300 to \$515 an hour for
23 associates]; *Luquetta v. The Regents of the University of California* (Super. Ct. S.F.
24 County, Oct. 31, 2012, No. CGC-05-443007 [approving 2012 partner rates between \$550
25 and \$850 per hour]; and *Holloway v. Best Buy Co.* (N.D.Cal., Nov. 9, 2011, No. C-05-
26 5056-PJH (MEJ)) [approving 2011 partner hourly rates of \$700 to \$825 and associate
27 hourly rates of \$355 to \$405 per hour].)

28 ⁵ Marshall Decl. ¶ 28.

1 No multiplier needs to be applied to the lodestar to reach the requested fees here.
2 However, in other cases, multipliers can range from two to four or even higher. (*Wershba v.*
3 *Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255; *see also Vizcaino v. Microsoft*
4 *Corporation* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [multiplier of 3.65 approved with
5 court observing that multipliers ranging from one to four are frequently awarded when the
6 lodestar method is applied]; *Sutter Health Uninsured Pricing Cases* (2009) 171
7 Cal.App.4th 495, 512 [2.52 multiplier on a lodestar cross-check]; *Chavez v. Netflix, Inc.*
8 (2008) 162 Cal.App. 4th 43, 66 [2.5 multiplier in a consumer class action]; *Willner v.*
9 *Manpower Inc.* (N.D.Cal. June 22, 2015, No. 11-CV-02846-JST) 2015 WL 3863625, at *7
10 [2.10 multiplier in settlement of class action for Labor Code violations]; *Dyer v. Wells*
11 *Fargo Bank, N.A.* (N.D.Cal. 2014) 303 F.R.D. 326, 334 [multiplier of 2.83]; *Hopkins v.*
12 *Stryker Sales Corp.* (N.D.Cal. Feb. 6, 2013, No. 11-CV-02786-LHK) 2013 WL 496358, at
13 *5 [multiplier of 2.76 in settlement of class action for Labor Code violations]; *Spann v.*
14 *J.C. Penney Corp.* (C.D.Cal. 2016) 211 F. Supp. 3d 1244, 1265 [3.07 multiplier is well
15 within the range for reasonable multipliers in lodestar cross-check]; *Beaver v. Tarsadia*
16 *Hotels* (S.D.Cal. Sept. 28, 2017, No. 11- CV-01842-GPC-KSC) 2017 WL 4310707, at *13
17 [one-third fee reflecting a multiplier of 2.89 on the lodestar reasonable for a complex class
18 action case].)

19 The lodestar cross-check confirms that Plaintiff's fee request is fair and reasonable
20 and should be approved.

21 **E. The requested litigation expense recovery is reasonable and should receive final approval.**

22 Plaintiff's Counsel are also entitled to reimbursement of their litigation costs. (Lab.
23 Code, §§ 1194, subd. (a) & 2699, subd. (g)(1).) Plaintiff's Counsel seek an award of
24 \$26,500.00 for reasonably incurred costs and expenses, including court filing fees, attorney
25 services fees, service of process fees, CourtCall appearance fees, mediation fees,
26 consultancy fees, research fees, postage, travel related expenses, and Labor and Workforce
27 Development Agency PAGA filing fees.⁶ Plaintiff's Counsels' actual costs incurred are

28 ⁶ Marshall Decl. ¶ 29.

1 much higher than their request and will exceed \$28,946.18.⁷ These are costs of precisely
2 the sort that are reimbursable because they are reasonable and were necessarily incurred
3 during the case’s pendency. Final approval of the cost reimbursement of \$26,500.00 is thus
4 warranted.

5 **F. The Class Representative’s proposed enhancement payment is fair and**
6 **reasonable.**

7 Enhancement payments “are fairly typical in class action cases.” (*Cellphone*
8 *Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393, citing *Rodriguez v. West*
9 *Publishing Corporation*, 563 F.3d 948, 958 (9th Cir. 2009), 4 Newberg on Class Actions
10 (4th ed. 2002) § 11:38, and Eisenberg & Miller, *Incentive Awards to Class Action*
11 *Plaintiffs: An Empirical Study* (2006) 53 UCLA L. Rev. 1303.) Enhancement payments
12 “are intended to compensate class representatives for work done on behalf of the class, to
13 make up for financial or reputational risk undertaken in bringing the action, and,
14 sometimes, to recognize their willingness to act as a private attorney general.” (*Cellphone*
15 *Termination Fee Cases*, *supra*, 186 Cal.App.4th at p. 1393, citing *Rodriguez v. West*
16 *Publishing Corporation*, *supra*, 563 F.3d at p. 958.)

17 The Class Representative Enhancement Payment proposed in this case is reasonable
18 in light of Plaintiff’s service as a class representative. Indeed, but for Plaintiff’s service,
19 Class Members would have recovered nothing for their claims, and with the passage of
20 time, the claims in controversy would have been barred. The requested Class
21 Representative Enhancement Payment of \$15,000.00 to Plaintiff Maria Bahna is more than
22 fair and reasonable compensation for Plaintiff’s effort in prosecuting the action on behalf of
23 the class, providing pertinent documents and information regarding Defendant’s
24 employment practices, assisting counsel with discovery, regularly conferring with counsel
25 on the status of the case and the strategies for prosecuting the claims, participating in the
26 mediation, and reviewing the proposed settlement to ensure that its terms are fair and
27 provide adequate relief for the Class. At the outset of the litigation, dating back to July of
28 2022, Plaintiff provided Plaintiff’s Counsel with a detailed summary of her experience

⁷ *Id.*

1 working for Defendant, and the circumstances that gave rise to the alleged Labor Code
2 violations.⁸ Plaintiff was able to share with Plaintiff's Counsel her intimate knowledge of
3 Defendant's policies and practices, and how these policies and practices were implemented
4 on a daily basis.⁹ In addition to establishing Plaintiffs' Counsel's initial evaluation of the
5 lawsuit, the information that Plaintiff provided also influenced Plaintiff's Counsels'
6 discovery efforts.¹⁰ Plaintiff introduced Plaintiff's Counsel to various other employees of
7 Defendants.¹¹ Plaintiff meaningfully participated in the mediation and in the settlement
8 negotiation process.¹² Over the past four years, Plaintiff estimates that she has spent in
9 excess of 100 hours addressing matters related to this action.¹³

10 Plaintiff deserves the requested Class Representative Enhancement Payment because
11 she "remained fully involved and expended considerable time and energy during the course
12 of the litigation. [Citation.]" (See *Schaffer v. Litton Loan Servicing, LP*, (C.D.Cal. Nov. 13,
13 2012, No. CV 05-07673 MMM JCX) 2012 WL 10274679, at *19.

14 The Class Representative Enhancement Payment is also appropriate because
15 Plaintiff would otherwise "not gain any benefit beyond that [she] would receive as [an
16 ordinary class members]." (*In re Toys R Us-Delaware, Inc.--Fair & Accurate Credit
17 Transactions Act (FACTA) Litigation* (C.D.Cal. 2014) 295 F.R.D. 438, 472. Absent the
18 Class Representative Enhancement Payment, Plaintiff will recover no more than other
19 Class Members, despite undergoing personal sacrifice and reputational risk in pursuing this
20 litigation on behalf of the Class.

21 The Enhancement Payment is also justified in light of the Civil Code section 1542
22 general release that Plaintiff provided Defendant as a condition of settlement. Under
23 section 1542, Plaintiff will release any and all claims she may have against Defendant
24 arising out of her employment [excepting any claim related to any retirement accounts].
25 This general release is considerably broader than the separate, narrower release required of

26 ⁸ Declaration of Maria Bahna In Support of Motion ["Bahna Decl."] ¶ 8; Marshall Decl. ¶ 7.

27 ⁹ *Id.*

28 ¹⁰ Bahna Decl. ¶ 9; Marshall Decl. ¶ 8.

¹¹ Bahna Decl. ¶ 10; Marshall Decl. ¶ 8.

¹² Bahna Decl. ¶ 11.

¹³ Bahna Decl. ¶ 12.

1 the Class. (See *La Fleur v. Medical Management International, Inc.*, *supra*, (C.D.Cal. June
2 25, 2014, No. 13-00398-VAP) 2014 WL 2967475, *8 [\$15,000 enhancement payments
3 warranted in part because named plaintiffs released all claims against the defendant, unlike
4 the remainder of the class].)

5 The Enhancement Payment is further justified in light of the reputational risk that
6 Plaintiff have assumed in bringing an action against her former employer. (*Cellphone*
7 *Termination Fee Cases*, *supra*, 186 Cal.App.4th at p. 1393, citing *Rodriguez v. West*
8 *Publishing Corporation*, *supra*, 563 F.3d at p. 958.) By bringing suit, Plaintiff jeopardized
9 any future job prospects, particularly in the internet age where web sites and third-party
10 services can disclose a job applicant's litigation history to a prospective employer. (See *La*
11 *Fleur v. Medical Management International, Inc.*, *supra*, 2014 WL 2967475, at *8 [\$15,000
12 enhancements to named plaintiffs justified in part due to attestations of their fear that future
13 job prospects in veterinary industry may be harmed after being named plaintiffs in class
14 action for Labor Code violations].) In fact, an entire industry has developed for providing
15 employers with background information on employee candidates, and the companies that
16 provide these services actually promote themselves by touting their ability to identify and
17 weed out potentially litigious employee candidates.¹⁴ More importantly, Ms. Bahna has
18 fears she has injured her reputation in the community as a result of bringing an action
19 against a religious institution.¹⁵

20 By bringing this action, Plaintiff has assumed reputational risk. Long after any
21 benefits from this action are forgotten by Class Members, Plaintiff will have to endure the
22 risk of possibly being branded "litigious" by prospective employers, or members of the
23 community. As demonstrated by Ms. Bahna's declaration, the requested Enhancement
24 Payment is fair, adequate, and reasonable compensation for Plaintiff's service on behalf of
25 the Class and for the risks and personal sacrifice they assumed, and for her general release
26 of claims.

27 ¹⁴ "In today's litigious culture, you simply cannot afford to hire employees who will put your company at
28 risk." (Credit Technologies, Inc., <https://www.credittechnologies.com/employment-screening/>.)

¹⁵ Bahna Decl. ¶ 12.

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Dated: September 16, 2026

By: 
 MARK A. OZZELLO
 DAVID R. GREIFINGER
 CALVIN A. MARSHALL
*Attorneys for Plaintiff, MARIA BAHNA,
 and the putative Class*

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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within lawsuit; my business address is 26565 Agoura Road, Suite 200, Calabasas, CA 91302.

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