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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

POUL BEDRI, an individual; Plaintiff, vs. CITY OF HOPE NATIONAL MEDICAL CENTER, a California non-profit corporation; and DOES 1 through 50, Defendants.	Case No.: 23STCV23713 [Assigned for All Purposes to: Hon. Lia Martin, Dept. 3] **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR ATTORNEY'S FEES AND COSTS AND CLASS REPRESENTATIVE SERVICE PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES** (Filed concurrently with Supporting Declarations; [Proposed] Judgment and Order) DATE: January 28, 2026 TIME: 9:00 a.m. DEPT: 3 Action Filed: September 29, 2023 Trial Date: Not Set

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

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court and California Code of Civil Procedure section 382, on January 28, 2026 at 9:00 a.m. in Department 3 of the Los Angeles Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012, Plaintiff Poul Bedri, individually and on behalf of a class of similarly situated individuals, will and hereby do move this Court for entry of an Order:

1. Approving an award of $823,000.00 in attorney's fees to Class Counsel as Class Counsel Fees Payment;

2. Approving an award of $12,673.38 in litigation costs to Class Counsel as Class Counsel Litigation Expenses Payment;

3. Approving a Class Representative Service Payment of $2,000.00 to Plaintiff Poul Bedri; and

4. Entering final judgment in the form of the Proposed Judgment and Order Granting Final Approval of Class and PAGA Action Settlement, Class Representative Service Payment, and Attorney's Fees and Costs filed herewith.

This Motion is made on the grounds that the requested amounts for Class Counsel's attorneys' fees and costs and Class Representative service payment are all fair, adequate, and reasonable; and in light of the foregoing, the Proposed Judgment and Order Granting Final Approval of Class and PAGA Action Settlement, Class Representative Service Payment, and Attorney's Fees and Costs submitted herewith should be entered so as to give finality to, and allow for disbursements from the Settlement.

This Motion is based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of William C. Sung, Tiffany L. Luu, Young K. Park, Plaintiff Poul Bedri and the exhibits attached thereto; the Agreement; the pleadings, and other papers filed in this Action; and on any further oral or documentary evidence or argument presented at the time of the hearing.

/ / /

DATED: December 30, 2025

Respectfully submitted,

JUSTICE FOR WORKERS, P.C.

By: ______________________

William C. Sung
Tiffany L. Luu
Attorneys for Plaintiff POUL BEDRI

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I. INTRODUCTION

Class Counsel successfully negotiated a Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement")[1] for a Gross Settlement Amount of $2,469,000.00 on behalf of 6,628 Class Members. In an Order dated August 29, 2025, the Court preliminarily approved the Settlement and preliminarily certified the Class. The procedural history of this Action, the discovery conducted, the settlement negotiations, and the risks of litigation and of establishing liability and damages at trial are described in detail in Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, scheduled for the same hearing time.

As part of the settlement, the parties agreed to a Class Counsel Fees Payment of $823,000.00 for attorney's fees (one-third of the Gross Settlement Amount) and up to $30,000.00 for Class Counsel Litigation Expenses Payment for reimbursement of actually incurred litigation expenses. Consequently, and in accord with the Agreement, Class Counsel hereby respectfully requests a Class Counsel Fees Payment in the amount of **$823,000.00** and Class Counsel Litigation Expenses Payment for **$12,673.38**.

The requested payment for the Class Counsel Fees Payment equal to one-third of the Gross Settlement Amount is fair compensation and, respectfully, should be approved. Class Counsel undertook complex, risky, and time-consuming wage and hour litigation on a contingent basis. The Class Counsel Fees Payment is within the historically recognized range of attorney's fees awarded in common fund class action settlements – between 25% and 50% – and is supported by Class Counsel's lodestar cross-check with a reasonable **2.52** multiplier. That is consistent with the multiplier approved by the California Supreme Court in *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, with additional work to be performed, and within the recognized multiplier range of between 2 and 4. *See Laffitte*, 1 Cal.5th at 487. Thus, the reasonableness of the requested Class Counsel Fees Payment is confirmed by reference to the lodestar with a reasonable multiplier

[1] The operative Class Action and PAGA Settlement Agreement is attached to the Declaration of William C. Sung in Support of Motion for Attorney's Fees and Costs and Class Representative Service Award ("Sung Decl.") as **Exhibit 1**. All defined terms in this motion have the same definition as that in the Agreement.

with significant additional work still to be performed. Finally, the requested Class Counsel Fees Payment is consistent with recent fee awards granted by courts in similar litigation.

Additionally, Class Counsel and Class Representative Poul Bedri ("Plaintiff" or "Class Representative") respectfully request this Court approve the Class Representative Service Payment in the amount of $2,000. Class Representative faithfully performed her duties on behalf of the Class and dedicated valuable time and assisted in the successful prosecution of this action.

II. **THE COURT SHOULD AWARD ATTORNEY'S FEES UNDER THE COMMON FUND DOCTRINE.**

In recognition of Class Counsel's significant efforts to obtain this recovery for the Class, Class Counsel is entitled to an award of attorney's fees and reimbursement of actual and reasonable litigation costs. It has long been recognized that where, as here, litigation has created a common fund for the benefit of persons other than the named plaintiff in a lawsuit, courts have the power to award class counsel their reasonable attorney's fees and expenses out of the fund created. *Laffitte*, 1 Cal.5th at 503. In *Laffitte*, the California Supreme Court affirmed this tenet, holding:

> [w]e join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.

Ibid. (internal citations omitted).

In so doing, the Court recognized the advantages of using the percentage of the common fund method of awarding attorney's fees, including the "relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation." *Ibid.* The *Laffitte* ruling is consistent with courts nationwide, including the United States Supreme Court, which the California Supreme Court recognized, noting, "[c]urrently, all the circuit courts either mandate or allow their district courts to use the percentage method in common fund cases; none require sole use of the lodestar method [and] [m]ost state courts to consider the question in recent decades have also concluded the percentage method of calculating a fee award is either preferred or within the trial court's discretion in a common fund case." *Id.* at 493-94.

A. <u>The Requested Attorney's Fee Award of a Percentage of the Gross Settlement Amount Is Fair and Reasonable Under the Common Fund Doctrine</u>.

Courts have long recognized that when class counsel's efforts result in the creation of a common fund that benefits plaintiffs and unnamed class members, class counsel have an equitable right to be compensated from that fund. *See, e.g., Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478 ("recogniz[ing] consistently that a litigant or a lawyer who recovers a common fund . . . is entitled to a reasonable attorney's fee from the fund as a whole"); *Laffitte*, 1 Cal.5th at 488-89 (common fund doctrine "long recognized" under California law). In *Laffitte*, the California Supreme Court upheld the trial court's award of one-third of the settlement amount of $19 million with a 2.13 multiplier and affirmed that "empirical studies show the percentage method with a lodestar cross-check is the most prevalent form of fee method in practice." *Id.* at 496-97. In fact, courts have historically awarded between 25% and 50% of the common fund as attorneys' fees class action settlements. *In re Warner Communications* (S.D.N.Y 1985) 618 F.Supp. 735, 749-50.

Although Class Counsel makes this application on a percentage of the common fund basis, using the lodestar cross-check further demonstrates that the requested fee is extremely reasonable and should be awarded. "A lodestar cross-check . . . provides a mechanism for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee. If a comparison between the percentage and lodestar calculations produces an imputed multiplier far outside the normal range, indicating that the percentage fee will reward counsel for their services at an extraordinary rate even accounting for the factors customarily used to enhance a lodestar fee, the trial court will have reason to reexamine its choice of a percentage." *Laffitte*, 1 Cal.5th at 504. In determining a lodestar, reasonable hours include, in addition to time spent during litigation, the time spent before the action is filed, including time spent interviewing the clients, investigating the facts and law, and preparing the initial pleadings. *See New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54, 62. Thus, in class action cases such as this, which create a common fund for the benefit of a group of individuals, courts have routinely applied an upward multiplier to class counsel's lodestar where the percentage of the settlement amount is reasonable.

In *Laffitte*, the lodestar cross-check resulted in a 2.13 multiplier, which the court held was not an abuse of discretion, because the trial court properly considered the lodestar multiplier factors in determining whether to apply a multiplier, including the difficulty of the issues in the case, the skill of class counsel, the contingent nature of the case, and the preclusion of other employment. *Laffitte*, 1 Cal.5th at 504. In assessing the reasonableness of counsel's fee request, the Court considers relevant factors such as the level of skill necessary, time limitations imposed by the client or other limitations, the amount to be obtained in the litigation, the attorney's reputation, and the undesirability of the case. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1139. "A more difficult legal question typically requires more attorney hours, and a more skillful and experienced attorney will command a higher hourly rate." *Id.* at 1138-1139. "[I]n assessing a reasonable hourly rate, the trial court is allowed to consider the attorney's skill as reflected in the quality of the work, as well as the attorney's reputation and status." *MBNA America Bank, N.A. v. Gorman* (2006) 147 Cal.App.4th.Supp. 1, 13.

Fee awards in successful wage and hour and other types of class actions typically exceed by multiples the lodestar value of the time spent by counsel. *See e.g. In re Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512 (affirming that multiplier of 2.52 was "fair and reasonable"); *Chavez v. Netflix* (2008) 162 Cal.App.4th 43, 66 (affirming award of fees 2.5 times lodestar in consumer class action); *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255 (noting that multipliers can range from 2 to 4 or even higher); *Glendora Cmty. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 465 (affirming multiplier of 12); *Nat. Gas Anti-Trust Cases I, II, III & IV, No. 4221* (Cal. Super. Ct. Dec. 11, 2006) 2006 WL 5377849, at *4 ("numerous cases have applied multipliers of between 4 and 12 to counsel's lodestar in awarding fees."); *Ridgeway v. Wal-Mart Stores Inc.* (N.D. Cl. 2017) 269 F.Supp.3d 975, 995 (applying multiplier of 2.0 to lodestar amount was appropriate on motion for attorney fees in employees' class action); *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (holding that a multiplier of 3.6 was well within the acceptable range for fee awards in complicated class action litigation), *see also Newberg on Class Actions*, § 14:03 at 14 (multipliers of up to 4 are common).

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Here, Class Counsel requests payment of Class Counsel Fees Payment in the amount of $823,000.00, representing one-third of the Gross Settlement Amount. Agreement, § 3.2.2. Class Counsel's lodestar to date is **$326,205.00** and **385.2** attorney hours, itemized in the following table:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (15th Year Attorney)	$948	$900	298.30	$268,470.00
Young K. Park (14th Year Attorney)	$948	$900	28.40	$25,560.00
Tiffany L. Luu (5th Year Attorney)	$581	$550	58.50	$32,175.00
		TOTAL	**385.2**	**$326,205.00**

Declaration of William C. Sung ("Sung Decl."), ¶¶ 9-11.

The work performed by Class Counsel include, but are not limited to: multiple case initiation meetings with Plaintiff and review of documents provided by Plaintiff; detailed investigation into Defendant's prior class actions and litigation history; legal research and investigation regarding the Defendant's practices at various points in the litigation; analyzing and recreating Defendant's regular rate analysis based on Plaintiff's records; preparation and submission of Plaintiff's PAGA notice letter; preparation of the Complaints and status conferences; extensive meet and confer correspondence and discussions with Defendant's counsel regarding case management, mediation, liability analysis, and informal discovery for mediation; analysis of the informal discovery production; analysis of Defendant's collective bargaining agreements; working with expert data scientist to analyze the records, and preparation of a damages model; conducting independent analysis of the pre-mediation to verify the expert's analysis; research and preparation of Plaintiffs' mediation brief and participation in mediation; negotiating multiple drafts of the Memorandum of Understanding, Agreement, and attachments thereto; research, preparation, finalization, and filing Motion for Preliminary Approval, Motion for Final Approval, Motion for Class Representative Service Awards and Attorney's Fees and Costs and accompanying filings; preparing for and attending hearings on these Motions; overseeing the notice administration process and distribution of funds; communications with Class Members regarding the Settlement, notice administration, and settlement approval; and communications with Plaintiffs regarding mediation, settlement, and settlement approval.. Sung Decl., ¶ 11.

Additionally, Class Counsel estimate they will devote no less than 10 hours, although likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. Sung Decl., ¶ 12. These additional hours will include time spent to obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries from Class Members, and communicate with Plaintiff regarding the case. *Ibid.*

Thus, Class Counsel's requested fee award represents a **2.52** lodestar multiplier. Sung Decl., ¶ 13. Said multiplier is consistent with the 2.13 multiplier approved in *Laffitte* and is well within the recognized multiplier range between 2 and 4. *See re Sutter Health Uninsured Pricing Cases* 171 Cal.App.4th at 512 (affirming that multiplier of 2.52 was "fair and reasonable"); *Chavez*, 162 Cal.App.4th 43 at 66 (affirming award of fees 2.5 times lodestar in consumer class action); *Wershba*, 91 Cal.App.4th at 255 (noting that multipliers can range from 2 to 4 or even higher).

Because the Settlement in this case is a pure common fund case, and the percentage of the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an award based upon the percentage of the common fund. Moreover, Class Counsel's lodestar supports the requested attorneys' fees with a multiplier well within the recognized range reasonableness, and in fact, below what the California Supreme Court approved in *Laffitte*. For those reasons, and those discussed *infra*, Class Counsel respectfully requests this Court approve a fee award to Class Counsel in the amount of $823,000.00.

B. <u>The Requested Fee Award is Fair and Reasonable Under Other Factors</u>.

Although no rigid formula applies, an analysis of each of the following "basic factors" that California courts typically consider further supports the reasonableness of a fee request: (1) the result class counsel obtained; (2) the time and labor required of the attorneys; (3) the contingent nature of the case and the delay in payment to class counsel; (4) the extent to which the nature of the litigation precluded other employment by class counsel; (5) the experience, reputation, and ability of the attorneys who performed the services, the skill they displayed in the litigation, and the novelty, complexity and difficulty of the case; and (6) the informed consent of the clients to the fee agreement. *Serrano v. Priest* (1977) 20 Cal.3d 25, 49; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1804, 1810, n.2.

1. The Results Achieved

Courts have consistently recognized that the results achieved are an important factor to be considered in making a fee award. *Hensley v. Eckerhart* (1983) 461 U.S. 424, 436 ("most critical factor is the degree of success obtained"). Here, because Class Counsel invested significant time and expense successfully prosecuting Plaintiff's claims, significant monetary relief is to be provided to the Class and the excellent results achieved by Class Counsel through this Settlement alone justify the requested fee award. As fully briefed in Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Motion"), the Gross Settlement Amount of $2,469,000.00 represents approximately 65.17% of the realistic classwide recovery as analyzed by Class Counsel. Sung Decl., ¶ 14.

The 6,628 Participating Class Member will receive an average Individual Class Payment of $326.43 and a high of $210.74 from an estimated Net Settlement Amount of $1,396,586.93. Sung Decl., ¶ 15. This represents an excellent recovery for the Class considering Defendant's vigorous defense and the risks of continued litigation. *Ibid.* Notably, after being provided with notice of the Settlement and the requested Class Counsel Fees Payment, there are **zero opt-outs and zero objections** by Class Members. Sung Decl., ¶ 16. As every Participating Class Member will receive his or her Individual Class Payment, it is only equitable that the Class also pay their pro rata share of attorney's fees at a reasonable percentage-of-recovery rate to compensate Class Counsel for their efforts in creating the common fund. *Ibid.*

In reaching this Settlement, Class Counsel carefully considered the strength of the case versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining class certification through trial. Sung Decl., ¶ 17. While Class Counsel is confident about the strength of Plaintiff's claims, they recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat or substantially impair the value of the lawsuit. *Ibid*.

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As fully briefed in Plaintiff's Preliminary Approval Motion, Defendant presented a host of defenses, both legal and factual, which potentially could have fragmented the Class into much smaller subclasses, significantly limited the recovery potential for the Class, and dragged the litigation out for years to come. Sung Decl., ¶ 18. These defenses include, but are not limited to, enforcement of arbitration agreements signed by a significant portion of Class Members; seeking summary adjudication in the overtime and paid sick leave claims of Class Members subject to collective bargaining agreements, which made up a substantial percentage of the Class, under the Labor Management Relations Act ("LMRA") preemption doctrine; contesting class certification based on commonality and manageability arguments; engaging in a "battle of the experts" regarding whether Class Members were overpaid due to Defendant's regular rate calculation and therefore Defendant is entitled to an offset; contesting derivative statutory waiting time and wage statement penalties based on the "willfulness" and "knowing and intentional," and seeking reduction of PAGA penalties based on the Court's discretion. *Ibid*; *see Vranish v. Exxon Mobil Corp.* (2014) 223 Cal.App.4th 103, 109 (discussing Section 514 exemption from Labor Code overtime statutes and regulations)*; Alaska Airlines Inc. v. Schurke* (9th Cir. 2018) 898 F.3d 904, 920 (discussing LMRA preemption of the Labor Code); *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065 (applying "willfulness" and "knowing and intentional" standards to derivative statutory penalties); *Thurman v. Bayshore Transit Mgmt., Inc* .(2012) 203 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties).

Thus, continuing to litigate this action would require continued and extensive resources coupled with significant court time to proceed through contested certification, trial, and post-trial motions, which can often take years. Sung Decl., ¶ 19. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. *Ibid*. But even if Plaintiff were successful at trial, Class Counsel are acutely aware that a judgment does not end the litigation, and they fully expect that Defendant would likely appeal any judgment. *Ibid*. Having litigated every stage of complex wage and hour actions, including trying a class action to verdict, litigating motions for class certification and summary judgment, and briefing and arguing appeals before appellate courts, Class Counsel is acutely aware of these risks. *Ibid; see* *also Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668 (reversal of a $110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer); *O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

Considering these issues, the Gross Settlement Amount of $2,469,000.00 for a Class of over 6,000 employees is an excellent result. While the Gross Settlement Amount represents a discount on Class Counsel's overall estimate of the damages, this reduction is an extremely reasonable compromise considering the challenges of continued litigation, including but not limited to, maintaining class certification, and establishing liability on all claims against Defendant. Sung Decl., ¶ 20. The Settlement commits Defendant to create a Gross Settlement Amount, from which the Class will derive a significant financial recovery for their alleged damages and extinguish the risks of continued litigation, including a potential bankruptcy and/or an appeal that would likely be filed following a judgment in Plaintiff's favor. *Ibid*. Such efforts would likely result in a delay of several years before this case would be resolved, with no guarantee of recovery, whereas the Settlement provides for an average recovery of $210.74, placing it well within the range of reasonableness. *Ibid*.

Furthermore, the Class greeted news of the Settlement with 100% of the Class Members participating in the Settlement. Sung Decl., ¶ 21. The unanimous approval by the Participating Class Members evidences the positive overall result of the litigation. *Ibid*.

2. The Significant Amount of Time Spent and the Quality of the Labor Performed by Class Counsel Justifies the Requested Fee

Class Counsel worked hard on this case and, expended approximately 385.2 attorney hours in the prosecution of this litigation in the two-plus years since it was filed for a total lodestar of $326,205.00. Sung Decl., ¶ 11. Moreover, Class Counsel expects to incur an additional 10 hours of work attending the hearing on final settlement approval, administering the settlement, filing post distribution settlement declaration, and, if needed, drafting an amendment judgment. Sung Decl., ¶ 17. Class Counsel devoted considerable time and effort to achieve the benefit to the Participating Class and the requested Class Counsel Fees Payment of $2,469,000.00 is appropriate here given the excellent results achieved.

3. The Contingent Fee and the Financial Burden Borne by Class Counsel

Class Counsel undertook this litigation on a contingent-fee basis, assuming a significant risk that the litigation would yield no recovery after many years of work. Sung Decl., ¶ 22; Declaration of Young K. Park in Support of Motion for Attorney's Fees and Costs and Class Representative Service Payment ("Park Decl."), ¶¶ 6-7. Unlike defense attorneys who are paid an hourly rate and reimbursed for their expenses on a regular basis, Class Counsel has not been compensated for any time or expenses to date. *Ibid*. An attorney whose compensation is dependent on success should expect a significantly higher fee than an attorney who is paid a market rate as the case goes along, win or lose. *Cazares v. Saenz* (1989) 208 Cal.App.3d 279, 288. As the California Supreme Court in *Ketchum* explained, "[a] contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. The interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans." *Ketchum*, 24 Cal.4th at 1132-33.

Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an hourly basis and thus can obtain representation only if they can find counsel who are willing to accept their case on a contingent basis and agree to advance either all or a significant portion of the costs. Sung Decl., ¶ 24. At the same time, most plaintiff's attorneys are neither able nor willing to accept such contingent cases unless they can anticipate that they will recover a fee greater than they would have recovered if paid on an hourly basis if they prevail after time-consuming and expensive litigation. *Ibid.* Plaintiffs' attorneys, especially in class actions, face the risk that even if they are successful in litigating a case through trial, that Defendant could be judgment-proof, raising the possibility that Class would receive no payment at all. *Ibid.* For this reason, courts have long recognized "contingent risk" as a factor supporting an upward enhancement of the lodestar. *See e.g., Serrano*, 20 Cal.3d at 49. The simple fact is that despite the most vigorous and competent efforts, success is never guaranteed. Plaintiff's attorneys not only must turn away other income-generating opportunities but must take on a substantial risk of "never receiving compensation at all." *Amaral v.*

Cintas Corp. (2008) 163 Cal.App.4th 1157, 1217-18.

Finally, in taking this case on a purely contingency basis, Class Counsel had to turn away other fee generating work because the case required Class Counsel to not only devote considerable time and resources to effectively prosecute and settle this action, but also wait until the Settlement is fully funded before finally being made whole. Sung Decl., ¶ 25. Now, having overcome the obstacles surrounding Plaintiff's claims and negotiated an excellent result on behalf of the Class, Class Counsel should be compensated with a fee award properly reflecting these efforts.

4. The Requested Fees Matches the Market Rate in Similar Litigation.

Class Counsel's one-third fee request of the Gross Settlement Amount falls within the range of reasonable attorney's fee awards by California courts. In *Laffitte*, the Supreme Court upheld a fee award of one-third of the common fund with a 2.13 multiplier as "within a historical range of 20 to 50 percent of a common fund." *Laffitte*, 1 Cal.5th at 487; *see also Chavez*, 162 Cal.App.4th at 66-67 (approving a 2.5 multiplier, citing *Wershba's* acceptable range, and applying a percentage of recovery cross-check based on a normal marketplace contingency fee range of 20-40% of the recovery to support said multiplier).

Here, the requested attorney's fee award of one-third of the common fund is a reasonable arrangement to obtain competent counsel in the marketplace for representation in wage and hour class actions of this nature and consistent with percentage-of-common-fund fee awards that Class Counsel has received across multiple courts within the State of California. Sung Decl., ¶¶ 8, 25.

5. The Skill, Experience, Reputation, Ability, and Quality of Counsel.

The skill, experience, reputation, quality, and ability of the attorneys who prosecuted this case also support the requested fee award. Practice in the specialized area of wage and hour class action litigation requires skill, knowledge, and experience in two distinct subsets of the law. Expertise in one does not necessarily translate into expertise in the other and a class counsel must have expertise in both. Here, Class Counsel possesses significant experience litigating complex wage and hour class actions and the way this Settlement was achieved is demonstrative of the highly efficient way this litigation was managed and resolved. Sung Decl., ¶¶ 4-9; Park Decl., ¶¶ 2-4; Declaration of Tiffany L. Luu in Support of Motion for Attorney's Fees and Costs and Class

Representative Service Award, ¶¶ 5-6. Indeed, Class Counsel achieved a highly favorable result for the Class due in large part to their experience and expertise in litigating complex wage and hour class actions.

Additionally, the quality of opposing counsel is also important in evaluating the quality of the work done by Class Counsel. *See, e.g., In re Equity Funding Corp. Sec. Litig.* (C.D. Cal. 1977) 438 F.Supp. 1303, 1337. Class Counsel were opposed in this litigation by counsel at GBG LLP, a boutique employment defense firm founded by former Paul Hastings attorneys specializing in representing large hospitals and healthcare networks, and who vigorously advocated on behalf of Defendant. Sung Decl., ¶ 26. In the face of such experienced opposition, Class Counsel was able to develop an effective case strategy to combat Defendant's defenses and negotiate with counsel for Defendant to settle the case for an amount that provides real benefit to the Class with reasonable hours expended. *Ibid*.

III. <u>CLASS COUNSEL LITIGATION EXPENSE PAYMENT SHOULD BE APPROVED</u>.

Attorneys who create a common fund for the benefit of a class are entitled to payment from the fund of reasonable litigation expenses and costs. Common fund fee and expense awards include counsel's incurred expenses because those who benefit from their effort should share in the cost. *See Rider v. City of San Diego* (1992) 11 Cal.App.4th 1410, 1423, n.6. The appropriate analysis in deciding if costs are compensable is whether the costs are of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19; *see also Hartless v. Clorox Company* (S.D. Cal. 2011) 273 F.R.D. 630, 645-46 (common fund class action settlement where court awarded litigation costs for consultants, online legal research, copying, postage, long distance charges, travel expenses, filing fees, mediation fees and investigation fees).

Here, Class Counsel seeks an award of **$12,673.38** in verified litigation costs. Sung Decl., ¶ 27, **Exh. 2** – Itemized Costs. The requested cost award include $12,563.07 in costs incurred to date and future estimated costs of $77.97 for filing this Motion, $77.97 for filing the Motion for Final Approval of Class Action and PAGA Settlement, $16.17 for filing any supplemental briefing and/or amended proposed order for this Motion, and $16.17 for filing the Administrator's Declaration of Distribution. *Ibid.* All of Class Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees, certified mail costs, mediation fees, and expert costs, which were all incurred during, and were necessary for the successful prosecution of the litigation and, thus, should be reimbursed. Sung Decl., ¶ 28.

IV. THE CLASS REPRESENTATIVE PAYMENT SHOULD BE GRANTED.

Courts routinely approve service payments to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294 (approving $50,000 service payment); *In re Cellphone* (2010) 186 Cal.App.4th 1380 (upholding $10,000.00 service award to each of the four class representatives). Indeed, "[i]ncentive awards are fairly typical in class action cases." *Rodriguez v. West Publ'g Corp.* (9th Cir. 2009) 563 F.3d 948, 958. The Court may award incentive payments "to compensate [Plaintiff] for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action. *Id.* at 958-59.

Here, Plaintiff seeks a Class Representative Service Payment of $2,000.00, and Plaintiffs and Class Counsel submit that this request is reasonable given Plaintiff's efforts in this case and the risks Plaintiffs undertook on behalf of the Class. Sung Decl., ¶ 29; Declaration of Poul Bedri in Support of Motion for Approval ("Bedri Decl."), ¶¶ 2-6. Plaintiff expended substantial time and effort on behalf of the Class, including providing factual information and documents to counsel, attending meetings with counsel to discuss the claims and theories at issue in the litigation, and otherwise actively participating in the prosecution of his claims. Sung Decl., ¶ 29; Bedri Decl., ¶ 4.

Plaintiff also undertook the risk of being liable for Defendant's costs if this case were lost, as well as the reputational risk of being the named plaintiff in a wage and hour class action against an employer. *See, e.g., Deaver v. Compass Bank* (N.D. Cal. Dec. 11, 2015) 2015 WL 8526982 at *14-15 (approving incentive payment in wage and hour settlement, finding the award "particularly appropriate in this wage and hour class action, where Plaintiffs undertook a significant 'reputational risk' in bringing this action against his former employer"). Plaintiff is also agreeing to a much broader release than other Class Members, including a waiver of Civil Code § 1542. *See*

Agreement, § 5.1; *see also Bellinghausen v. Tractor Supply Co.* (N.D. Cal. 2015) 306 F.R.D. 245, 268 (approving $15,000 total award to named plaintiff in wage and hour class action settlement, including $10,000 incentive award plus an additional $5,000 for Plaintiffs' release of claims).

Notably, after receiving notice of the proposed Class Representative Service Payment for Plaintiff, no Class Member objected to the amount. Sung Decl., ¶ 30. Given Plaintiff's significant contributions to this case, the risks Plaintiff undertook, and the lack of any objection from Class Members, Plaintiff's requested Service Payment is appropriate and justified as part of the Settlement and should be finally approved

V. CONCLUSION

For the foregoing reasons, Plaintiff respectfully submits that this Court should grant Plaintiff's Motion in its entirety and adopt the Proposed Judgment and Order Granting Final Approval of Class Action and PAGA Settlement, Class Representative Service Payment, and Attorney's Fees and Costs submitted herewith.

DATED: December 30, 2025

Respectfully submitted,

JUSTICE FOR WORKERS, P.C.

By: ______________________

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