

1 Andrew Ferich (admitted *pro hac vice*)
2 *aferich@ahdootwolfson.com*
3 **AHDOOT & WOLFSON, PC**
4 201 King of Prussia Road, Suite 650
5 Radnor, PA 19087
6 310.474.9111 (*telephone*)
7 310.474.8585 (*facsimile*)

8 Erich P. Schork (admitted *pro hac vice*)
9 *erichschork@robertslawfirm.us*
10 **ROBERTS LAW FIRM US, PC**
11 PO Box 31909
12 Chicago, IL 60631-9998
13 510.821.5575 (*telephone*)
14 510.821.4474 (*facsimile*)

15 *Co-Lead Class Counsel*

16 [Additional counsel appear on signature page]

17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 NICKOLAS TSUI and WILLIAM LUGO,
20 individually and on behalf of all others
21 similarly situated,

22 Plaintiffs,

23 v.

24 UNIVERSAL SERVICES OF AMERICA,
25 LP, ALLIED UNIVERSAL TOPCO LLC,
26 ALLIED UNIVERSAL BENEFITS
27 COMMITTEE, and JOHN AND JANE
28 DOES 1-50,

Defendants.

Case No. 8:22-cv-01158-JWH-JDE
**PLAINTIFFS' MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF MOTION FOR
AWARD OF ATTORNEYS' FEES,
COSTS, AND SERVICE PAYMENTS**

Hearing: September 23, 2026
Time: 10:00 a.m.
Judge: John W. Holcomb
Ctrm: 9D

[Concurrently filed Declarations of
Erich P. Schork and Andrew W. Ferich]

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Plaintiffs Nickolas Tsui and William Lugo (“Plaintiffs” or “Class
3 Representatives”), by and through Class Counsel, respectfully submit this memorandum
4 in support of their motion for an award of attorneys’ fees, costs, and Service Payments.¹

5 **I. INTRODUCTION**

6 After more than a year of hard-fought litigation, Class Counsel, Erich P. Schork of
7 Roberts Law Firm, US, PC, and Andrew W. Ferich of Ahdoot & Wolfson, PC (“AW”),
8 secured an exceptional Settlement that provides for the creation of a \$1,400,000 qualified
9 settlement fund and timely and significant cash payments to Class Members.

10 Plaintiffs respectfully request an award of \$466,666 in attorneys’ fees. The
11 requested award equating to one-third of the Settlement Fund is consistent with fee
12 awards granted in connection with other complex ERISA class actions. It is also
13 reasonable and justified given the excellent result obtained for the Class, the skill and
14 experience of Class Counsel, the complexity of the case, and the significant risks of non-
15 payment Class Counsel assumed by prosecuting this matter on a contingent basis. The
16 fact that the requested award equates to a lodestar multiplier of .99—a number that will
17 be further reduced by Class Counsel’s preparation and appearance at the final fairness
18 hearing, continued coordination with the Settlement Administrator, and overseeing of the
19 Settlement distribution process—further supports the reasonableness of the requested
20 award.

21 Plaintiffs also request reimbursement of \$50,000 in out-of-pocket costs. These
22 costs were reasonable and necessary to pursue this litigation and secure the Settlement.

23 Finally, Plaintiffs request that the Court award Service Payments of \$3,000 to each
24 of the two Class Representatives (for a total of \$6,000). Each Class Representative did
25 everything in their power to represent the best interests of the Class and devoted a
26 significant amount of time communicating with attorneys, gathering evidence, reviewing

27 _____
28 ¹ Except as otherwise specified, capitalized words and terms herein have the same
meaning ascribed to them in the Class Action Settlement Agreement, ECF No. 83-1.

1 and approving the complaint, and ultimately reviewing and approving the Settlement. No
2 Settlement would have been possible without their vital role.

3 **II. BACKGROUND**

4 The Parties’ negotiations regarding fees, costs, and Service Payments were
5 conducted only after agreement was reached on all of the other material terms of the
6 Settlement. Declaration Erich P. Schork, submitted as **Exhibit 1** (“Schork Decl.”), ¶ 15;
7 Declaration of Andrew W. Ferich (“Ferich Decl.”), submitted as **Exhibit 2**, ¶ 15. The
8 Settlement itself was reached after extensive investigation, hard-fought litigation,
9 targeted discovery and consultation with experts, and negotiations and with the assistance
10 of David Geronemus of JAMS. Schork Decl. ¶¶ 13-14; Ferich Decl. ¶¶ 13-14.

11 **A. History of the Litigation**

12 Plaintiffs in this Action allege that Universal Services of America, LP, Allied
13 Universal Topco LLC, and Allied Universal Benefits Committee (together, “Allied
14 Universal” or “Defendants”) breached fiduciary duties in violation of ERISA, 29 U.S.C.
15 §§ 1001-1461 by failing to ensure that Plan members’ payment of recordkeeping and
16 administrative (“RK&A”) fees were fair, reasonable, and appropriate.

17 Plaintiffs filed this class action lawsuit on June 13, 2022. ECF No. 1. On August 8,
18 2022, Defendants moved to dismiss this litigation in its entirety. ECF No. 35. Plaintiffs
19 opposed the motion to dismiss. ECF No. 46. On February 1, 2024, the Court denied the
20 motion to dismiss in its entirety. ECF No. 54. On April 30, 2024, Defendants answered the
21 Complaint. ECF No. 69.

22 **B. Mediation and the Settlement Negotiations**

23 In April 2024, with discovery underway, and during discovery conferrals and
24 discussion, the Parties discussed the prospect of early resolution. Schork Decl. ¶ 9; Ferich
25 Decl. ¶ 9. As a result of ongoing discussions, in June 2024, the Parties mutually agreed to
26 mediate this matter. An all-day mediation session was reserved with David Geronemus of
27 JAMS for October 23, 2024. Schork Decl. ¶ 10; Ferich Decl. ¶ 10. In the meantime, the
28

1 Parties began engaging in settlement negotiations and preparing for the October 23, 2024
2 mediation. Schork Decl. ¶ 11; Ferich Decl. ¶ 11.

3 To prepare for the mediation, the Parties participated in multiple calls about the
4 structure of a classwide settlement and informal pre-mediation discovery, including the
5 exchange of information and documents necessary to facilitate settlement negotiations.
6 Schork Decl. ¶ 11; Ferich Decl. ¶ 11. Plaintiffs drafted and provided Defendants with a
7 detailed letter requesting the production of numerous categories of pertinent documents
8 and information. *Id.* In response to Plaintiffs' demand, Defendants produced 676 pages of
9 documents, which Plaintiffs' counsel thoroughly reviewed and analyzed. *Id.* The Parties
10 also submitted detailed mediation briefs to Mr. Geronemus laying out their respective
11 positions on the merits of the litigation and framework for a potential classwide settlement.
12 Schork Decl. ¶ 12; Ferich Decl. ¶ 12.

13 On October 23, 2024, the Parties participated in an all-day mediation session with
14 Mr. Geronemus. Schork Decl. ¶ 13; Ferich Decl. ¶ 13. The negotiations were hard-fought.
15 *Id.* During the mediation, the Parties communicated their respective positions on the
16 litigation and the Parties' claims and defenses with each other and the mediator. *Id.* With
17 Mr. Geronemus's guidance, the Parties had a productive mediation session characterized
18 by zealous advocacy by counsel for both sides. *Id.* However, the Parties did not reach an
19 agreement to settle the litigation on that day. Schork Decl. ¶ 14; Ferich Decl. ¶ 14. After
20 weeks of continued and additional negotiations, on November 11, 2024, the Parties
21 tentatively agreed to a settlement providing for the creation of a \$1,400,000 Qualified
22 Settlement Fund to be funded by Defendants, subject to the Parties reaching agreement on
23 the language of a settlement agreement and Court approval. *Id.*

24 For many weeks following the mediation, the Parties continued to work together to
25 finalize the Settlement's terms. Schork Decl. ¶ 16; Ferich Decl. ¶ 16. During this time, the
26 Parties exchanged numerous drafts of the Settlement Agreement and its associated exhibits,
27 negotiating numerous details to maximize the benefits to the Class Members. *Id.* These
28 efforts included (among other things) the Plan of Allocation, how to best provide the

1 Settlement Notice to the Class Members, development of a notice plan, and the selection
2 of the Settlement Administrator. *Id.*

3 During the settlement negotiations, the Parties deferred discussions concerning the
4 maximum Service Payments to be sought on behalf of the proposed Class Representatives
5 and the amount of Attorneys' Fees and Costs to be sought by Plaintiffs' counsel until after
6 an agreement on all material terms of the Settlement was reached. Schork Decl. ¶ 15; Ferich
7 Decl. ¶ 15. Negotiations regarding the Settlement have been conducted at arm's length, in
8 good faith, and under the supervision of Mr. Geronemus. Schork Decl. ¶ 13; Ferich Decl.
9 ¶ 13. After comprehensive negotiations and diligent efforts, Plaintiffs and Allied Universal
10 finalized the terms of the Settlement and executed the Settlement. Schork Decl. ¶ 18; Ferich
11 Decl. ¶ 18.

12 On January 31, 2025, Plaintiffs moved for preliminary approval of the Settlement.
13 ECF No. 82. On December 12, 2025, the Court entered an Order granting preliminary
14 approval of the Settlement. ECF No. 87.

15 **III. ARGUMENT**

16 **A. The Court Should Approve the Requested Attorneys' Fees**

17 "In a certified class action, the court may award reasonable attorney's fees . . . that
18 are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). The Supreme
19 Court has recognized that "a litigant or a lawyer who recovers a common fund for the
20 benefit of persons other than himself or his client is entitled to a reasonable attorney's fee
21 from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *see*
22 *also, e.g., Stetson v. Grissom*, 821 F.3d 1157, 1165 (9th Cir. 2016) ("In the absence of a
23 contractual or statutory basis for awarding fees, the district court may award reasonable
24 fees as a matter of federal common law when class counsel has recovered a 'common
25 fund.'") (quoting Fed. R. Civ. P. 23(h)). In deciding whether the requested fee amount is
26 appropriate, the Court's role is to determine whether such amount is "fundamentally 'fair,
27 adequate, and reasonable.'" *Staton v. Boeing Co.*, 327 F.3d 938, 963 (9th Cir. 2003)
28 (quoting Fed. R. Civ. P. 23(e)).

1 Where a class settlement results in the creation of a common fund, “[t]he district
2 court may use the percentage-of-the-fund method to determine a reasonable attorney
3 fee.” *Marshall v. Northrop Grumman Corp.*, No. 16-cv-6794, 2020 WL 5668935, at *1-
4 2 (C.D. Cal. Sept. 18, 2020) (citing *Stanger v. China Elec. Motor, Inc.*, 812 F.3d 734,
5 738 (9th Cir. 2016); *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 953 (9th
6 Cir. 2015)). “Although the Ninth Circuit has established 25% as the benchmark attorney
7 fee in common fund cases, that benchmark is ‘a starting point for analysis’ because it
8 ‘may be inappropriate in some cases.’” *Id.* (quoting *Vizcaino v. Microsoft Corp.*, 290
9 F.3d 1043, 1048 (9th Cir. 2002)). When determining whether to adjust the benchmark
10 percentage, district courts consider: “(1) the result obtained for the class; (2) the effort
11 expended by counsel; (3) counsel’s experience; (4) the skill of counsel; (5) the
12 complexity of the issues; (6) the risks of non-payment assumed by counsel; (7) the
13 reaction of the class; and (8) comparison with counsel’s lodestar.” *Id.* (citations omitted).

14 Here, the excellent results obtained for the Class, experience and skill of Class
15 Counsel, complexity of the case, time and effort expended by Class Counsel to prosecute
16 this matter, the risks of non-payment assumed by Class Counsel, awards in similar cases,
17 and a lodestar cross-check support the reasonableness of the requested fee award.

18 **1. The Settlement Is an Excellent Result for the Class**

19 The “degree of success obtained” is the most critical factor in analyzing a fee
20 request. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983); *see also Marshall*, 2020 WL
21 5668935, at *2.

22 The results achieved through the Settlement are exceptional. Plaintiffs’ estimate
23 that maximum “excess fee” damages that could be obtained if this matter were taken
24 through trial to a favorable judgment would be approximately \$6 million. The \$1,400,000
25 Qualified Settlement Fund represents approximately 23 percent of the total estimated
26 losses to the Plan. *Id.* As a percentage of recovery, the Settlement Fund is well within the
27 range of “recoveries in other cases where attorney fees of one third of the common fund
28 were awarded.” *Marshall*, 2020 WL 5668935, at *2 (approving fee award of 1/3 of the

1 settlement fund in ERISA case where the settlement fund represented 29% of the
2 plaintiffs’ claimed damages at trial); Final Approval Order, *Smith v. VCA, Inc.*, No. 21-
3 cv-9140 (C.D. Cal.) (ECF No. 96) (approving fee award of 30 percent of the settlement
4 fund in ERISA case where the settlement fund represented approximately 25% of the
5 plaintiffs’ maximum damages at trial); *Hurtado v. Rainbow Disposal Co.*, No. 17-cv-
6 1605, 2021 WL 2327858, at *4 (C.D. Cal. May 21, 2021) (approving request for fees
7 amounting to 30% of the settlement fund in ERISA case where the settlement fund
8 amount represented between “23.4% and 34.0% of the maximum amount that the Class
9 Members could recover if the liability were successfully litigated through trial on all
10 counts”). This factor supports the reasonableness of the requested fee award.

11 **2. The Experience of Class Counsel**

12 “The experience of counsel is also a factor in determining the appropriate fee
13 award.” *Waldbuesser v. Northrop Grumman Corp.*, No. 06-cv-6213, 2017 WL 9614818,
14 at *3 (C.D. Cal. Oct. 24, 2017); *see also In re Pac. Enterprises Secs. Litig.*, 47 F.3d 373,
15 378 (9th Cir. 1995) (“Parties represented by competent counsel are better positioned than
16 courts to produce a settlement that fairly reflects each party’s expected outcome in
17 litigation.”). Class Counsel have substantial experience leading the prosecution of
18 complex actions, including cases involving ERISA claims. Schork Decl. ¶¶ 33-36; Ferich
19 Decl. ¶¶ 33-36. Class Counsel utilized that experience to litigate this matter efficiently
20 and effectively prior to reaching the Settlement. This factor supports approval of the
21 requested fee award. *Marshall*, 2020 WL 5668935, at *3 (recognizing that a “one-third
22 fee is appropriate where counsel litigated effectively, and their experience was essential
23 for obtaining the result”) (citing *Boyd v. Bank of Am. Corp.*, No. 13-cv-0561, 2014 WL
24 6473804, at *10 (C.D. Cal. Nov. 18, 2014)).

25 **3. The Skill of Class Counsel and the Complexity of the Case**

26 “[T]he novelty, difficulty and complexity of the issues involved are significant
27 factors in determining a fee award.” *Marshall*, 2020 WL 5668935, at *4. “The
28 prosecution and management of a complex national class action requires unique legal

1 skills and abilities [and] [t]he single clearest factor reflecting the quality of class counsels’
2 services to the class are the results obtained.” *Waldbuesser*, 2017 WL 9614818, at *4
3 (citations and internal quotations omitted). “ERISA actions are notoriously complex
4 cases.” *Hurtado*, 2021 WL 2327858, at *4-5.

5 Class Counsel have substantial experience prosecuting complex national class
6 actions, including cases involving ERISA claims. This litigation was not easy. Schork
7 Decl. ¶¶ 3-18; Ferich Decl. ¶¶ 3-18. These efforts paved the way for Plaintiffs to defeat
8 a comprehensive motion to dismiss, but substantial obstacles remained to litigating this
9 action to judgment. A battle of the experts was almost a certainty absent the Settlement.
10 In discussions regarding Plaintiffs’ written discovery requests, Allied Universal’s counsel
11 made it clear that they intended to challenge, among other items, what constituted a
12 reasonable RK&A fee for the Plan, the actual RK&A fees charged by the Plan, and the
13 figures that should be used to calculate the RK&A fees charged by the Plan. While Class
14 Counsel believe in the strength of Plaintiffs’ claims, there is no guarantee Plaintiffs would
15 have prevailed at class certification, summary judgment, trial, or on appeal. *See Marshall*,
16 2020 WL 5668935, at *4 (recognizing that “ERISA 401(k) fiduciary breach class actions
17 involve complex questions of law and have not been widely litigated to this point [and
18 that] [g]iven the transient nature of standing ERISA law, these cases require highly skilled
19 counsel who could understand the complexity of the law and adapt case law accordingly”)
20 (citations and quotations omitted).

21 The Settlement provides Class Members with timely, substantial cash relief and
22 avoids the risks of the liability phase, which could have taken years to resolve. Class
23 Counsel’s ability to obtain the Settlement despite the work done by Defendants’ highly
24 skilled counsel is an additional indicator of their skill and the quality of their work. *See*,
25 *e.g., Barbosa v. Cargill Meat Sols. Corp.*, 297 F.R.D. 431, 449 (E.D. Cal. 2013) (“The
26 quality of opposing counsel is important in evaluating the quality of Class Counsel’s
27 work.”). This factor supports approval of the requested fee award.

1 **4. The Financial Risks Assumed by Class Counsel and the Substantial**
2 **Resources They Devoted to the Prosecution of This Matter**

3 “The risks assumed by class counsel, particularly the risk of non-payment or
4 reimbursement of expenses, is a factor in determining counsel’s proper fee award.”
5 *Marshall*, 2020 WL 5668935, at *5. Attorneys are entitled to a larger fee award when their
6 compensation is contingent in nature, as here. *Carter v. San Pasqual Fiduciary Tr. Co.*, No.
7 15-cv-1507, 2018 WL 6174767, at *9 (C.D. Cal. Feb. 28, 2018); *Vizcaino*, 290 F.3d at 1048-
8 50; *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1047 (N.D. Cal. 2008). “It is an
9 established practice in the private legal market to reward attorneys for taking the risk of
10 non-payment by paying them a premium over their normal hourly rates for contingency
11 cases.” *Carter*, 2018 WL 6174767, at *9.

12 Class Counsel prosecuted this litigation on a contingency basis, assuming the risk
13 of non-payment for a considerable amount of work performed over an extended period
14 of time. Schork Decl. ¶ 21; Ferich Decl. ¶ 21. They, and other attorneys and non-attorneys
15 from their firms, devoted over 500 hours to litigating this case and advanced more than
16 \$60,000 in costs, with no guarantee they would ever receive any compensation for their
17 efforts in this matter. Schork Decl. ¶¶ 19-31; Ferich Decl. ¶¶ 19-31. These financial risks
18 were further “compounded” by the fact that “recovery was uncertain” in this ERISA
19 excessive fees case. *See generally Marshall*, 2020 WL 5668935, at *5 (collecting cases
20 where ERISA excessive fee cases were dismissed and those dismissals were upheld on
21 appeal). These factors weigh “substantially in favor” of the requested one-third fee award.
22 *See id.* (quoting *Campbell v. Best Buy Stores, L.P.*, No. 12-cv-7794, 2016 WL 6662719,
23 at *8 (C.D. Cal. Apr. 5, 2016)).

24 **5. Class Members’ Reactions to the Settlement**

25 “The presence or absence of objections from the class is also a factor in
26 determining the proper fee award.” *Marshall*, 2020 WL 5668935, at *6 (citation omitted).
27 On February 2, 2026, the Settlement Administrator mailed Postcard Notices to 49,130
28 Class Members. The Settlement Administrator also established a Settlement website,
www.AlliedERISAsettlement.com, which provides answers to frequently asked

1 questions, identifies important dates and deadlines relating to the Settlement, makes
2 Settlement-related documents available for download (including the Notice, Settlement
3 Agreement, and Preliminary Approval Order), and includes contact information for Class
4 Counsel and the Settlement Administrator. The Court-approved notices apprised Class
5 Members that Class Counsel would seek an award of attorneys’ fees of up to one-third of
6 the Settlement Fund and reimbursement of out-of-pocket costs and expenses not to
7 exceed \$50,000. The notices also informed Class Members of their right to object to Class
8 Counsel’s fee request on or before August 24, 2026. As of the date of this filing, no Class
9 Members had submitted an objection to Class Counsel’s fee request.

10 **6. Fee Awards in Similar Cases**

11 Courts oftentimes look to fee awards in similar cases in assessing the
12 reasonableness of a fee request. *Marshall*, 2020 WL 5668935, at *8 (citing *Vizcaino*, 290
13 F.3d at 1049-50). “An attorney fee of one third of the settlement fund is routinely found
14 to be reasonable in class actions.” *Id.*; *Romero v. Producers Dairy Foods, Inc.*, No. 05-
15 cv-0484, 2007 WL 3492841, at *4 (E.D. Cal. Nov. 14, 2007) (“Empirical studies show
16 that, regardless of whether the percentage method or the lodestar method is used, fee
17 awards in class actions average around one-third of the recovery”) (quoting 4 Newberg
18 & Conte, *Newberg on Class Actions* § 14.6 (4th ed. 2007)).

19 Class Counsel are cognizant of the Court’s note in the preliminary approval order
20 (ECF No. 87 at 18) regarding a fee request that exceeds the Ninth Circuit 25 percent
21 benchmark. However, Class Counsel’s request for a fee award of one-third of the
22 common fund is “on par with” fee awards granted by California federal courts in
23 connection with “settlements in other complex ERISA class actions.” *Foster v. Adams &*
24 *Assocs., Inc.*, No. 18-cv-2723, 2022 WL 425559, at *10 (N.D. Cal. Feb. 11, 2022)
25 (approving 1/3 of the fund fee request); *Marshall*, 2020 WL 5668935, at *8 (same);
26 *Waldbuesser*, 2017 WL 9614818, at *3, (same); Final Approval Order, *Smith*, No. 21-cv-
27 9140 (C.D. Cal.) (ECF No. 96) (approving 30% of the fund). The request is also
28 consistent with the fact that courts commonly award 33.3 percent of the fund—as opposed

1 to the 25 percent benchmark—in cases involving smaller funds of less than 10 million
2 dollars. *Hardmon v. Ascena Retail Grp., Inc.*, No. 19-cv-2207, 2022 WL 17572098, at *7
3 (C.D. Cal. Nov. 29, 2022) (collecting authorities).² This factor further supports approval
4 of the requested fee award.

5 **7. A Lodestar Cross-Check Confirms the Reasonableness of the**
6 **Requested Award**

7 Application of a lodestar cross-check confirms the reasonableness of the requested
8 fees. When engaging in a lodestar cross-check, courts “start by determining how many
9 hours were reasonably expended on the litigation, and then multiply those hours by the
10 prevailing local rate for an attorney of the skill required to perform the
11 litigation.” *Marshall*, 2020 WL 5668935, at *6 (quoting *Moreno v. City of Sacramento*,
12 534 F.3d 1106, 1111 (9th Cir. 2008)). Because “attorneys in common fund cases must be
13 compensated for any delay in payment,” courts look to “current rates for all work done
14 in the litigation” when applying a cross-check. *Id.* (citations and quotations omitted).
15 Class Counsel need only submit documentation appropriate to meet the burden
16 establishing an entitlement to an award, not to satisfy “green-eyeshade accountants.” *Id.*
17 (quoting *Fox v. Vice*, 131 S. Ct. 2205, 2216 (2011)).

18 The accompanying declarations of Class Counsel set forth the hours of work and
19 billing rates used to calculate the lodestars here. As described in those declarations, Class
20 Counsel and their firms have devoted more than 500 hours to this litigation and have a
21 total lodestar to date of \$467,445.50. Schork Decl. ¶ 19; Ferich Decl. ¶ 19. All of this
22 time was reasonable and necessary for the prosecution of this action. Class Counsel took
23 meaningful steps to ensure the efficiency of their work. Schork Decl. ¶ 23; Ferich Decl.
24 ¶ 23. And, as explained further below, these amounts do not include the additional time
25 that Class Counsel will have to spend through the Final Approval Hearing and beyond.

26 _____
27 ² While Class Counsel believe an enhancement to the benchmark is appropriate here,
28 should the Court decline Class Counsel’s request and apply the benchmark to the
requested award, Class Counsel will of course accept the Court’s determination.

1 *See Caudle v. Bristow Optical Co.*, 224 F.3d 1014, 1028 (9th Cir. 2000) (counsel entitled
2 to recover for all hours reasonably expended).

3 Because complex ERISA cases, such as this matter, “involve a national standard”
4 and attorneys practicing ERISA law in the Ninth Circuit tend to practice in courts
5 throughout the nation, “the nationwide market rate” is the relevant hourly rate for Class
6 Counsel’s work in this matter. *Marshall*, 2020 WL 5668935, at *6 (collecting authority).

7 Class Counsel are highly regarded members of the bar with extensive experience
8 prosecuting complex class actions, including ERISA cases. Schork Decl. ¶¶ 32-36; Ferich
9 Decl. ¶¶ 32-36. Class Counsel submitted the following hourly rates: attorneys with more
10 than 35 years of experience (\$1,400 per hour); attorneys with between 17 and 20 years of
11 experience (\$1,190 to \$1,075 per hour); attorneys with between 7 and 14 years of
12 experience (\$950 to \$775 per hour); attorneys with less than 5 years of experience (\$675
13 to \$550 per hour); and paralegals (\$170 to \$480). Schork Decl. ¶ 25; Ferich Decl. ¶ 25.
14 Their hourly rates are consistent with the “nationwide market rate” and those approved
15 in analogous complex litigation and ERISA cases. *See, e.g., Zhang v. Ehang Holdings*
16 *Ltd.*, No. 23-cv-10165, 2026 WL 516241, at *14–15 (C.D. Cal. Jan. 12, 2026) (finding
17 “hourly rates at \$1100-1400 for partners, \$975 for counsel, \$500-675 for associates, and
18 \$250 for paralegals” to be reasonable for “securities class action and complex litigation
19 practitioners”); *Marshall*, 2020 WL 5668935, at *6 (endorsing the following hourly rates
20 or ERISA attorneys: 25+ years of experience (\$1,060), 15-24 years of experience (\$900),
21 5-14 years of experience (\$650), 2-4 years of experience (\$490)).

22 Multiplying the hours Class Counsel and others from their firms spent advancing
23 the litigation by their hourly rates results in a negative lodestar multiplier of .99. The
24 negative multiplier will continue to be increased as Class Counsel spend additional time
25 preparing for the final approval hearing, coordinating with the settlement administrator,
26 and overseeing the settlement distribution process.

27 “In determining a reasonable attorney fee in class action common fund cases, the
28 lodestar figure is routinely enhanced by a multiplier to compensate class counsel for the

1 risk of non-payment by litigating the case on a contingency basis.” *Marshall*, 2020 WL
2 5668935, at *8 (citing *In re Washington Pub. Power Supply Sys. Secs. Litig.*, 19 F.3d
3 1291, 1299–1300 (9th Cir. 1994) (“It is an established practice in the private legal market
4 to reward attorneys for taking the risk of non-payment by paying them a premium over
5 their normal hourly rates for winning contingency cases”); *Vizcaino*, 290 F.3d at 1051
6 (“courts have routinely enhanced the lodestar to reflect the risk of non-payment in
7 common fund cases”). Class Counsel’s negative .99 multiplier is readily justified because
8 they devoted substantial time and effort to advancing a complex ERISA class action cases
9 and assumed a significant risk of non-payment by litigating the matter on a contingency-
10 fee basis. This factor further supports the reasonableness of the requested fee award.

11 **B. Class Counsel Are Entitled to Reimbursement of Litigation Costs**

12 Class Counsel are entitled to recover “out-of-pocket expenses that would normally
13 be charged to a fee-paying client.” *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994)
14 (internal citation and quotation marks omitted). It is appropriate to reimburse Class
15 Counsel for such expenses from the common fund. *See, e.g., Leonard v. Baumer (In re*
16 *United Energy Corp. Solar Power Modules Tax Shelter Inv. Sec. Litig.)*, No. 87-cv-3962,
17 1989 WL 73211, at *6 (C.D. Cal. Mar. 9, 1989). In common-fund cases, the Ninth Circuit
18 has stated that the reasonable expenses of acquiring the fund can be reimbursed to counsel
19 who has incurred the expense. *See Vincent v. Hughes Air W., Inc.*, 557 F.2d 759, 769 (9th
20 Cir. 1977). Such expense awards comport with the notion that the district court may
21 “spread the costs of the litigation among the recipients of the common benefit.” *Wininger*
22 *v. SI Mgmt. L.P.*, 301 F.3d 1115, 1121 (9th Cir. 2002).

23 To date, Class Counsel’s firms have collectively incurred more than \$60,000 in
24 unreimbursed litigation costs. Schork Decl. ¶ 29; Ferich Decl. ¶ 29. The costs for which
25 Class Counsel seek reimbursement were reasonably necessary for the continued
26 prosecution and resolution of this litigation and were incurred by Plaintiffs’ Counsel for
27 the benefit of Class Members, with no guarantee that they would be reimbursed. *See*
28 *Staton*, 327 F.3d at 974 (class counsel are entitled to reimbursement of expenses they

1 reasonably incurred). The requested \$50,000 in litigation costs are reasonable in amount,
2 and the Court should approve their reimbursement.

3 **C. The Requested Service Payments Are Reasonable and Appropriate**

4 The requested Service Payments of \$3,000 to each of the two Class
5 Representatives (\$6,000 total) are reasonable and appropriate to compensate these
6 individuals for stepping forward to represent the Class, devoting substantial time and
7 effort to overseeing this matter, and the excellent recovery they achieved on behalf of
8 the Class. “It is well-established in this circuit that named plaintiffs in a class action are
9 eligible for reasonable incentive payments, also known as service awards.” *Viceral v.*
10 *Mistras Grp., Inc.*, No. 15-cv-02198, 2017 WL 661352, at *4 (N.D. Cal. Feb. 17, 2017)
11 (citation omitted). When determining whether to approve a requested service award,
12 courts may consider:

13 1) the risk to the class representative in commencing suit, both financial and
14 otherwise; 2) the notoriety and personal difficulties encountered by the class
15 representative; 3) the amount of time and effort spent by the class
16 representative; 4) the duration of the litigation and; 5) the personal benefit (or
17 lack thereof) enjoyed by the class representative as a result of the litigation.

18 *Marshall*, 2020 WL 5668935, at *10.

19 Here, the Settlement and Notice specifically disclosed Plaintiffs’ intent to seek
20 Service Payments of \$3,000 for each of the two Class Representatives. While Class
21 Members have until August 24, 2026, to file any objections, as of this filing, no Class
22 Member had filed an objection to the requested Service Payments. The requested Service
23 Payments of \$3,000 are in accord with—and indeed less than—service awards
24 considered reasonable in the Central District and other districts of California. *See id.*
25 (approving service awards of \$5,000 per plaintiff and collecting authorities). In pursuing
26 this matter on behalf of the Class, Plaintiffs took on the financial risk that they could be
27 held liable for costs awarded in Defendants’ favor and spent substantial time and effort
28 communicating with Class Counsel regarding the allegations at issue, locating and
providing documentation to Class Counsel, keeping apprised of the advancement of the

1 litigation, and reviewing and approving the Settlement. The requested Service Payments
2 are justified and appropriate.

3 **IV. CONCLUSION**

4 For the foregoing reasons, Plaintiffs respectfully request that the Court enter an
5 Order awarding attorneys' fees of \$466,666, costs in the amount of \$50,000, and Service
6 Payments in the amount of \$3,000 to each of the two Class Representatives.

7
8 Dated: March 27, 2026

Respectfully submitted,

9 /s/ Andrew W. Ferich
10 Andrew Ferich (admitted *pro hac vice*)
11 *aferich@ahdootwolfson.com*
12 **AHDOOT & WOLFSON, PC**
13 201 King of Prussia Road, Suite 650
14 Radnor, Pennsylvania 19087
15 310.474.9111 (*telephone*)
16 310.474.8585 (*facsimile*)

17 Robert R. Ahdoot (SBN 172098)
18 *rahdoot@ahdootwolfson.com*
19 **AHDOOT & WOLFSON, PC**
20 2600 W. Olive Avenue, Suite 500
21 Burbank, California 91505
22 310.474.9111 (*telephone*)
23 310.474.8585 (*facsimile*)

24 Erich P. Schork (admitted *pro hac vice*)
25 *erichschork@robertslawfirm.us*
26 **ROBERTS LAW FIRM US, PC**
27 PO Box 31909
28 Chicago, IL 60631-9998
510.821.5575 (*telephone*)

Co-Lead Class Counsel

CERTIFICATE OF COMPLIANCE PURSUANT TO L.R. 11-6.2

The undersigned, counsel of record for Plaintiffs certifies that this brief contains 4,623 words, excluding caption, the table of contents, the table of authorities, the signature block, and this certification, which complies with the word limit of L.R. 11-6.1.

/s/ Andrew W. Ferich
Andrew W. Ferich

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