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for herself and persons similarly situated

10 SUPERIOR COURT OF CALIFORNIA  
11 FOR THE COUNTY OF CONTRA COSTA  
12 UNLIMITED JURISDICTION

13 SAVANNAH THOMPSON, individually, and  
14 on behalf of others similarly situated,

15 Plaintiff

16 v.

17 JOHN MUIR HEALTH INC, a California  
18 corporation,

19 Defendant.

20  
21  
22 JOHN MUIR HEALTH INC, a California  
corporation,

23 Cross-Complainant,

24 v.

25 SAVANNAH THOMPSON, an individual,

26 Defendant.  
27

Case No. C22-02125

PLAINTIFF SAVANNAH THOMPSON'S  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
AWARD OF ATTORNEY FEES TO CLASS  
COUNSEL

CLASS ACTION

Date: April 8, 2026

Time: 9 a.m.

Dept: 16

Hon. Benjamin T. Reyes II<sup>1</sup>

FILED/LODGED HEREWITH:

(1) DECLARATION OF THOMAS E.  
LOESER, ESQ.

(2) DECLARATION OF PETER FREDMAN,  
ESQ.

(3) DECLARATION OF JORDAN BROKER  
(FOR SETTLEMENT ADMINISTRATOR)

(4) DECLARATION OF RICHARD PEARL,  
ESQ. (ATTORNEY FEE EXPERT)

(5) (PROPOSED) ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT

28 <sup>1</sup> This case was reassigned from Judge Weil in Department 39 as of March 1, 2026.

1 **NOTICE OF MOTION**

2 PLEASE TAKE NOTICE that on April 8, 2026 at 9 a.m. in Department 16 of the above-  
3 entitled Court, Plaintiff Savannah Thompson will and hereby does move this Court pursuant to  
4 section 382 of the California Code of Civil Procedure and Rule 3.769 of the California Rules of  
5 Court for an order and judgment granting final approval to the class action settlement and awarding  
6 attorney fees and expenses to Class Counsel and a service award to the representative plaintiff.

7 This motion is based on this notice, the following memorandum of points and authorities, the  
8 declarations filed herewith in support, and any other materials that the Court may consider in  
9 connection with this motion, as well as all the other pleadings and papers on file in this action,  
10 including the Stipulation of Settlement (filed September 9, 2025) and the Order Granting Motion For  
11 Preliminary Approval Of Class Action Settlement And Scheduling Final Approval Hearing And  
12 Related Deadlines (entered December 12, 2025).

13 Plaintiff's proposed Order And Judgment Granting Final Approval Of Class Action  
14 Settlement (etc.) is submitted herewith.

15  
16 Dated: February 19, 2026

COTCHETT, PITRE & MCCARTHY, LLP  
LAW OFFICE OF PETER FREDMAN PC

17  
18 By: /s/ Peter Fredman  
Peter Fredman

19  
20 *Attorneys for Plaintiff Savannah Thompson and  
the Certified Class*

**MEMORANDUM OF POINTS AND AUTHORITIES**

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1 **I. INTRODUCTION**

2 This class action settlement arises from allegedly unconscionable “chargemaster”<sup>2</sup> pricing by  
3 Defendant John Muir Health Inc. (“JMH”) for a certain routine diagnostic urine test (the “Service”).  
4 At the time this case was filed, in 2022, JMH’s chargemaster price of this Service was \$6095. As a  
5 result of this lawsuit, in 2023, JMH reduced that price to \$567.

6 On March 21, 2025, the Court certified this case as class action. *See* Order Granting Class  
7 Certification (the “Cert. Order”). Analysis of JMH data shows that the class consists of 289 members  
8 (the “Class” or “Class Members”) with claims under the Consumer Legal Remedies Act (the  
9 “CLRA”) and Unfair Competition Law (“UCL”), including 63 with additional claims under the  
10 Rosenthal Fair Debt Collections Practices Act (the “Rosenthal Act”). Following class certification,  
11 the parties negotiated a Stipulation of Settlement (a/k/a the “Settlement”),<sup>3</sup> including complete  
12 refunds (or credits) of any out-of-pocket charges that Class Members paid (or owe) for the Service,  
13 plus an additional \$750 each for the Rosenthal Act claims.

14 On December 12, 2025, after careful vetting of the Settlement, the Judge Weil granted  
15 Plaintiff’s unopposed motion for preliminary approval and ordered the parties to proceed with notice  
16 to the Class. *See* Order Granting Motion For Preliminary Approval Of Class Action Settlement And  
17 Scheduling Final Approval Hearing And Related Deadlines (the “Prelim. App. Order”), Exs. A-B.  
18 Class notice has now been accomplished, as the Court ordered, including direct mailed “short form”  
19 postcard notices referring Class Members to a dedicated website containing all the required  
20 information.<sup>4</sup> No Class Member has objected to the Settlement, and only one has opted out.

21 Plaintiff now seeks final approval of the Settlement, an award for Class Counsels’ attorney  
22 fees and expenses (capped by the Settlement at \$600,000), and approval of a modest service award to  
23 the representative plaintiff. A proposed order and judgment is submitted herewith.

24  
25 <sup>2</sup> “A ‘chargemaster’ is a hospital’s schedule of charges billed to a patient for a given item or  
26 service.” *Salami v. Los Robles Regional Medical Center* (2024) 103 Cal.App.5th 1023, 1026 (citing  
Health & Saf. Code § 1339.51(b)(1)).”

27 <sup>3</sup> The Stipulation of Settlement was filed on September 9, 2025 with the preliminary approval  
motion and supporting papers.

28 <sup>4</sup> <https://www.johnmuirhealthclassactionsettlement.com/>



1 Plaintiff's counsel ("Class Counsel") engaged in extensive discovery and investigation to  
2 understand the medical billing context, liability issues, and potential recovery for the Class. *See*  
3 Declaration of Peter Fredman, Esq. In Support of Motion For Final Approval Of Class Action  
4 Settlement And Award Of Attorney Fees To Class Counsel ("Fredman Dec."), ¶¶ 4-5; Declaration of  
5 Thomas Loeser, Esq. In Support of Motion For Final Approval Of Class Action Settlement And  
6 Award Of Attorney Fees To Class Counsel ("Loeser Dec."), ¶¶ 5-7. The key evidence ultimately  
7 came from three different JMH person-most-qualified ("PMQ") deponents and a spreadsheet  
8 containing granular (anonymized) JMH billing and payment data for each emergency department  
9 patient encounter that included the Service during the class period (the "Master Patient List"). *Ibid.*  
10 Both sides relied on this evidence extensively in their class certification briefing, and the most salient  
11 of this evidence is described in the Court's order granting class certification. *See* Cert. Order.

12 As the evidence showed, the chargemaster price for the Service during the class period  
13 ranged from \$5,327.47 in 2018 to \$6,095.70 in 2022. *See* Cert. Order, p. 2. There was no evidence as  
14 to how JMH established the price for the Service in the first place. In response to this lawsuit,  
15 however, JMH initiated a review of its chargemaster pricing for the Service and, effective 2023,  
16 reduced that price for the Service to \$567, which, it said, corresponded with the 75th percentile  
17 market benchmark price for the Service, which JMH considered reasonable. *Ibid.* In moving for class  
18 certification, Plaintiff limited the proposed class period to 2018-2022. *See* Cert. Order.

19 The evidence and investigation also showed that medical billing and insurance practices are  
20 extremely complicated and arcane, and that in most cases JMH's chargemaster pricing did not  
21 directly dictate the actual costs charged to its patients or their insurers for their medical services in  
22 general or the subject Service in particular. *See* Fredman Dec., ¶ 5. Most patients had medical  
23 insurance that covered all their medical bills except for a flat fee deductible. *Ibid.* Most medical  
24 insurers (a/k/a payors) negotiated with JMH to obtain any number of pricing arrangements that did  
25 not necessarily relate directly to JMH's chargemaster rate schedule. *Ibid.* Indeed, in opposition to  
26 class certification, JMH argued, *inter alia*, that its chargemaster pricing represented a vestigial legal  
27 requirement that is irrelevant to its actual pricing. *See* Cert. Order, p. 10.

1           However, the evidence also showed that the chargemaster rates did control pricing for two  
2 groups of patients including Ms. Thompson. *See* Cert. Order, p. 11. Although no patients were  
3 charged the full chargemaster prices, JMH billed both Kaiser-insureds and uninsured (a/k/a self-pay)  
4 patients alike based on “percentage of chargemaster” rates. *Ibid.* Specifically, for Kaiser insureds,  
5 JMH’s price for the Service was 81% of its chargemaster rate for the Service. *Ibid.* For uninsured  
6 patients, JMH’s price for the Service was 45% of its chargemaster rate for the Service. *Ibid.*

7           In support of class certification, Plaintiff argued, and the Court agreed, that the allegedly  
8 unconscionable chargemaster price for the Service was incorporated into JMH patient contracts and  
9 potentially damaged these two groups of patients within the meaning of the CLRA to the extent they  
10 paid or owed anything beyond a flat fee insurance deductible. *Ibid.* On that basis, on March 21, 2025,  
11 the Court certified this case as a class action. *See* Cert. Order, pp. 7, 13.

### 12           **III.    NEGOTIATION OF THE SETTLEMENT AFTER CLASS CERTIFICATION**

13           Following class certification, Plaintiff, in consultation with JMH, analyzed the Master Patient  
14 List data and determined that the certified Class consists of 289 members, including 63 who are also  
15 members of the Rosenthal Act subclass.<sup>6</sup> *See* Fredman Dec., ¶ 7; Loeser Dec., ¶¶ 8-13. The analysis  
16 also showed that the total alleged monetary damage suffered by the Class, as detailed below, was  
17 relatively limited and consisted largely of debt: allegedly inflated account balances owed by Class  
18 Members to JMH based on the unconscionable chargemaster price for the Service. *See* Loeser Dec.,  
19 ¶¶ 9, 13; Settlement, Ex. A.

20           In this context, the parties set about trying to settle the matter as soon as practicable, and  
21 before incurring the time and expense of first providing notice to the Class of the certification. *See*  
22 Fredman Dec., ¶ 8. The parties determined that formal mediation was unnecessary and would be  
23 counterproductive because it would run up attorney fees and costs. *Ibid.* Instead, they engaged  
24 through counsel in direct negotiations, which were premised from the outset on crediting or  
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28           <sup>6</sup> The CLRA Subclass is not separately denominated because it is entirely encompassed within  
the broader Class and not entitled to any extra relief. *See* Loeser Dec., ¶ 8, fn. 2.

1 refunding, as applicable, each Class Member for anything they actually paid or owed for the Service,  
2 plus an additional amount for the Rosenthal Act claim holders for settlement of those claims. *Ibid.*

3 The negotiation of the Settlement occurred on an arms-length basis. *See* Fredman Dec., ¶¶ 8-  
4 9; Loeser Dec., ¶ 10. They consisted of verbal discussions, emails, and the exchange of draft  
5 spreadsheets among counsel. *Ibid.* After the parties agreed to the essential terms and benefits formula  
6 for a settlement for the Class, they negotiated regarding attorney fees and expense reimbursement for  
7 Class Counsel. *Ibid.*

8 JMH insisted on capping attorney fees as a condition of the settlement. *See* Fredman Dec., ¶  
9 9. To facilitate the Settlement, Class Counsel agreed to cap their attorney fee recovery at \$600,000  
10 (including costs and expenses) despite the fact that it represented a significant discount against their  
11 anticipated lodestar. *Ibid.* There were no other agreements regarding attorney fees. *Ibid.* Specifically,  
12 there is no “clear sailing” agreement, and JMH is free to contest Class Counsels’ fee application.  
13 *Ibid.*

#### 14 IV. PRELIMINARY APPROVAL OF THE SETTLEMENT

15 On September 9, 2025, the parties filed the Stipulation of Settlement with the Court and  
16 Plaintiff filed an unopposed motion for preliminary approval of that Settlement. The Court, Judge  
17 Weil presiding, thoroughly vetted the terms of the Settlement before granting preliminary approval.  
18 *See* Prelim. App. Order., Exs. A-B. Judge Weil’s only concerns about the Settlement terms involved  
19 the *cy pres* procedures and were promptly resolved pursuant to his instructions. *Id.*, Ex. A at p. 2. On  
20 December 12, 2025, the Court granted preliminary approval and ordered the parties to proceed with  
21 their proposed Class notice plan. *See* Prelim. App. Order, ¶¶ 1-12.

22 To recap, the core of the Settlement is JMH’s agreement to restore the 289 Class Members to  
23 the financial position that they would have if the out-of-pocket charge for the Service had been zero  
24 after accounting for any insurance benefits or other discounts they received. *See* Settlement, ¶¶ 7-8.  
25 The Settlement also provides the 63 Rosenthal Act subclass members an additional \$750 each for the  
26 release of that claim. *Ibid.* Where Class Members owe JMH an outstanding account balance, they  
27 will receive credit against that balance. *Ibid.* Where there is no outstanding balance, or the balance is  
28 less than the credit amount, Class Members will receive cash refunds. *Ibid.*

1 All Class Members who do not opt-out will automatically be provided with the Settlement  
2 benefits. *Id.* at ¶ 11. Any residual resulting from any uncashed refund checks will go to Bay Area  
3 Legal Aid as the *cy pres* beneficiary. *Id.* at ¶ 16. The Settlement also includes injunctive relief  
4 effective through 2027 that requires JMH to maintain the chargemaster pricing for the Service at the  
5 level that it established in 2023 in response to this lawsuit. *Id.* at ¶ 12.

6 The resulting benefits due to each Class Member are set forth precisely on the spreadsheet  
7 attached to the Stipulation of Settlement as Exhibit A. *See* Loeser Dec., ¶¶ 11-13; Settlement, ¶ 9.  
8 The aggregate of these Settlement benefits is summarized (without accounting for the single opt-out)  
9 as follows:<sup>7</sup>

Total cash refund payments	\$59,483.22
Total credits	\$636,783.17
Total benefits	\$696,266.39
Total Class Members	289
Avg. benefit	\$1,789.89
# cash payment	46
Avg. cash payment	\$1,293.11
# credit	243
Avg. credit	\$1,856.51

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17 Loeser Dec., ¶ 13; Settlement, ¶ 11.

18 In addition to these Class benefits, JMH also agreed to separately pay settlement  
19 administration costs (of \$15,000), Class Counsel attorney fees (capped at \$600,000), and a service  
20 award to Ms. Thompson in the form of credit (of \$3,629.90) against her JMH account balance. *See*  
21 Settlement, ¶¶ 13-15. Judge Weil deferred consideration of attorney fees and the service award until  
22 the final approval hearing. *See* Prelim. App. Order, ¶ 1, Ex. A at p. 4. However, he otherwise  
23 expressly approved of the Settlement and its terms, including Bay Areal Legal Aid as the *cy pres*  
24 beneficiary, and the limited scope of the release, subject of course to the Class's opportunity to  
25 object and the usual final approval criteria. *Id.*, Ex. A at pp. 2-3.

26  
27  
28 <sup>7</sup> The single opt-out received changes these aggregate calculations slightly because that opt-out will not receive any settlement benefits.



1 class members to the proposed settlement.” *Dunk*, 48 Cal.App.4th at 1801 (cleaned up, citations  
2 omitted). However, “[d]ue regard should be given to what is otherwise a private consensual  
3 agreement between the parties. The inquiry must be limited to the extent necessary to reach a  
4 reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion  
5 between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and  
6 adequate to all concerned.” *Ibid.* (cleaned up, citations omitted). Further, “a presumption of fairness  
7 exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and  
8 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced  
9 in similar litigation; and (4) the percentage of objectors is small.” *Id.* at 1802.

10           Procedurally, approval of a class action settlement is generally a two-step process. *See* Cal.  
11 Rules of Court, Rule 3.769; *Cellphone Termination Fee Cases* (2009) 180 Cal. App. 4th 1110, 1118.  
12 Where, as here, the Court has already certified the class in a contested proceeding prior to the  
13 settlement, the first step is preliminary approval of the settlement terms and directing the parties to  
14 proceed with the notice program. *Ibid.* The second step is a final approval hearing, following notice  
15 to the class, in which further evidence and argument concerning the fairness, adequacy and  
16 reasonableness of the settlement may be presented and class members may be heard regarding the  
17 settlement. *Ibid.*

#### 18           **B.       The Settlement Merits Final Approval As Fair, Adequate, And Reasonable**

19           This Settlement merits final approval, first and foremost, because it provides each Class  
20 Member with greater than 100% relief for any harm they may have suffered as a result of the  
21 allegedly unconscionable pricing for the Service. *See* Fredman Dec., ¶¶ 10-11. The relief is *greater*  
22 than 100% because the Settlement formula charges them nothing for a Service which undisputedly  
23 has at least some value. *Ibid.* Further, the additional credit of \$750 per Rosenthal Subclass member  
24 represents 75% of the *maximum* statutory damages available to individual Rosenthal Act plaintiffs.  
25 *Ibid.*; *see* 15 U.S.C. § 1692k(a)(2)(A) (as incorporated by Cal. Civ. Code § 1788.17). Although there  
26 is a theoretical avenue to increased statutory damage under the Rosenthal Act, it is unrealistic to  
27 think that the Class Members would likely obtain any better monetary result after prevailing at trial  
28 in this case than the relief that the Settlement is offering them now. *See* Fredman Dec., ¶¶ 10-11.

1 Thus, it is readily apparent that the “consideration being received for the release of the class  
2 members' claims is reasonable.” *Kullar*, 168 Cal.App.4th at 129.

3 Further, this Settlement meets the criteria for a presumption of fairness. *See Dunk*, 48  
4 Cal.App.4th at 1802. The Settlement is the product of arms-length negotiations after substantial  
5 litigation, investigation, and discovery by experienced Class Counsel, including a highly contested  
6 motion for class certification. *See Fredman Dec.*, ¶¶ 4-9; *also Cert. Order*. Thus, the information  
7 available to Class Counsel and the Court is more than sufficient to allow for intelligent negotiation  
8 and assessment of the Settlement. *Ibid*. Finally, it is also now apparent that the Class has a positive  
9 reaction to the Settlement because, following adequate notice, only one Class Member has opted out,  
10 and no Class Member has objected to the Settlement.<sup>8</sup> *See Broker Dec.*, ¶¶ 10-12.

11 **VII. THE COURT SHOULD AWARD CLASS COUNSEL ATTORNEY FEES AND**  
12 **EXPENSES AT THE SETTLEMENT CAP AMOUNT OF \$600,000**

13 **A. Class Counsel Agreed To Cap Their Attorney Fee Award At \$600,000 As A**  
14 **Condition Imposed By JMH On The Settlement In This Case**

15 Plaintiff’s entitlement to recover attorney fees from JMH in this case arises from the statutory  
16 fee shifting provisions of the CLRA and Rosenthal Act, as well as the private attorney general  
17 doctrine as codified at section 1021.5 of the Code of Civil Procedure and the terms of the Settlement  
18 itself. *See Civ. Code* § 1780(d) (CLRA); *Civ. Code* §1788.30(c) (Rosenthal Act); *Laffitte v. Robert*  
19 *Half Internat. Inc.* (2016) 1 Cal. 5th 480, 489. Under the CLRA and Rosenthal Act, awarding  
20 attorney fees to the prevailing plaintiff is mandatory even where the litigation is resolved by  
21 settlement. *See Kim v. Euromotors West/The Auto Gallery* (2007) 149 Cal. App. 4th 170, 178. The  
22 legislative purpose of such mandatory fee-shifting is to promote consumer and debtor protection  
23 litigation in cases where the consumer and/or debtor’s recovery may not otherwise make the  
24 litigation economically feasible. *Ibid*. As detailed below, counsel for prevailing plaintiffs in statutory  
25 fee shifting cases are normally entitled to recover at least their full lodestar—“the number of hours  
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27 \_\_\_\_\_  
28 <sup>8</sup> The deadlines for opt-outs and objections are open until March 5, 2026. Class Counsel will  
notify the Court if additional information arises.

1 reasonably expended multiplied by the reasonable hourly rate”—plus potential enhancement  
2 multipliers. *See Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1133-1134.

3 In this case, however, Class Counsel agreed to cap their attorney fee award at \$600,000  
4 (including expenses) in order to facilitate the Settlement. *See Fredman Dec.*, ¶ 9. Specifically, after  
5 the parties negotiated an excellent resolution of the Class claims, as detailed above, JMH insisted on  
6 a cap on Class Counsel attorney fees as a further condition of any Settlement that it would agree to.  
7 *Ibid.* After negotiations on that point, Class Counsel agreed to cap their attorney fee award at  
8 \$600,000 (including expenses) even though they knew that amount would represent a substantial  
9 discount against their anticipated lodestar in this case. *Ibid.*

10 Accordingly, in the Settlement, JMH agrees to pay, and Class Counsel agreed to accept,  
11 attorney fees and expenses as “shall be determined by the Court pursuant to a fee application” not to  
12 “exceed \$600,000.” Settlement, ¶ 14; *Fredman Dec.*, ¶ 9.<sup>9</sup> There are no other agreements regarding  
13 attorney fees (or anything else outside the Stipulation of Settlement). *Ibid.*; *see also* Cal. Rules of  
14 Court, Rule 3.769. Specifically, there is no ‘clear sailing’ agreement: JMH retains the right to  
15 “oppose the reasonableness of the amount sought by Class Counsel in their attorney fee application.”  
16 *Ibid.* If JMH opposes this attorney fee application, Class Counsel will respond to that opposition in  
17 their reply brief due March 26, 2026. *See Prel. App. Order*, ¶ 12.

18 **B. Class Counsel’s Actual Lodestar Substantially Exceeds The \$600,000 Cap**

19 As anticipated, Class Counsel’s lodestar far exceeds \$600,000.00. *See Fredman Dec.*, ¶ 12-  
20 16; *Loeser Dec.*, ¶¶ 14-20; Declaration of Richard Pearl, Esq. (“*Pearl Dec.*”), ¶¶ 13-20, 34-35.  
21 Specifically, Class Counsel have thus far incurred a total lodestar of \$850,550.00, plus litigation  
22 expenses of \$5,976.65. *Ibid.* Detailed timesheets describing the precise time spent and work done by  
23 Class Counsel and their law firms are submitted herewith. *See Fredman Dec.*, Ex. B; *Loeser Dec.*,

24 \_\_\_\_\_  
25 <sup>9</sup> “The amount of the attorney fee award due to Class Counsel shall be determined by the Court  
26 pursuant to a fee application except that the Class Counsel agrees that in no event shall the amount of  
27 the attorney fee award (including costs and expenses) sought by or payable to Class Counsel exceed  
28 \$600,000.00. JMH may oppose the reasonableness of the amount sought by Class Counsel in their  
attorney fee application. Within five (5) days of entry of the Final Approval Order, JMH shall pay  
the fee award directly to Class Counsel.” Stipulation of Settlement, ¶ 14.

1 Exs. C-F. The declaration of Richard Pearl, Esq., a well-recognized expert on attorney fees, attests to  
2 the reasonableness of the hourly rates charged by Class Counsel and their professional staff in this  
3 case. *See* Pearl Dec., ¶¶ 13-20, 34-35. He also confirms that the \$600,000 total award sought by  
4 Class Counsel is eminently reasonable in this case. *Ibid.*

5 **C. But For The Agreed Fee Cap Class Counsel Would Be Entitled To Their Full**  
6 **Lodestar Plus Enhancement Multipliers For Their Work In This Case**

7 But for the agreed cap on the attorney fee award, determination of the lodestar would just be  
8 the start of the analysis of the appropriate attorney fee award in this case. “In so-called fee shifting  
9 cases, in which the responsibility to pay attorney fees is statutorily or otherwise transferred from the  
10 prevailing plaintiff or class to the defendant, the primary method for establishing the amount of  
11 ‘reasonable’ attorney fees is the lodestar method.<sup>10</sup> The lodestar (or touchstone) is produced by  
12 multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate. Once  
13 the court has fixed the lodestar, it may increase or decrease that amount by applying a positive or  
14 negative ‘multiplier’ to take into account a variety of other factors, including the quality of the  
15 representation, the novelty and complexity of the issues, the results obtained, and the contingent risk  
16 presented.” *Lealao v. Beneficial California, Inc.* (2000), 82 Cal. App. 4th 19, 26 (citing Pearl, Cal.  
17 Attorney Fee Awards (Cont.Ed.Bar 2d ed. 1998) §§ 13.1-13.7.); *Laffitte*, 1 Cal. 5th at 489 (accord).

18 In this case, Class Counsel believes that application of the aforementioned factors would  
19 justify a significant positive multiplier to increase the attorney fee award to Class Counsel. *See*  
20 *Fredman Dec.*, ¶¶ 18-20. Specifically, as JMH detailed in its demurrer, motion to strike, and  
21 opposition to class certification, the extensive state and federal legislative and regulatory schemes  
22 that govern the disclosure and transparency of hospital prices (including the “chargemaster” pricing  
23 system in particular) make California’s legal environment quite hostile to lawsuits against hospitals  
24 claiming that the prices charged for emergency care are too expensive. *Ibid.* To quote JMH’s  
25 demurrer, “California courts have resoundingly rejected cases challenging the hospital’s regular

26 \_\_\_\_\_  
27 <sup>10</sup> In the Preliminary Approval Order, Judge Weil did not reach the questions of the attorney fees  
28 or service award, reserving those decisions for the final approval hearing, but noted in the  
preliminary approval order that, as the Settlement did not create any common fund, “it appears that a  
lodestar analysis would be appropriate.” Prelim. App. Order, Ex. A at p. 4.

1 rates, particularly when the patient has insurance.” *Ibid.* (quoting Demurrer to First Amended  
2 Complaint (3/23/2023), p. 10.)

3 In this legal environment, cases of this type frequently fail at the pleading stage. *Ibid.* (e.g.,  
4 *Saini v. Sutter Health* (2022) 80 Cal. App. 5th 1054; *Gray v. Dignity Health* (2021) 70 Cal. App. 5th  
5 225, 229; *Nolte v. Cedars-Sinai Medical Center* (2015) 236 Cal. App. 4th 1401). In those cases that  
6 survive the pleadings, the courts have denied class certification. *Ibid.* (e.g., *Sarun v. Dignity Health*  
7 (2019) 41 Cal.App.5th 1119; *Kendall v. Scripps Health* (2017) 16 Cal. App. 5th 553; *Hefczyc v.*  
8 *Rady Children’s Hosp.-San Diego* (2017) 17 Cal. App. 5th 518; *Hale v. Sharp Healthcare* (2014)  
9 232 Cal.App.4th 50). Indeed, to Class Counsel’s knowledge, this is the first and only case of its type  
10 where the plaintiff prevailed on a motion for class certification. *Ibid.*

11 This context points to the high level of contingency risk involved, the excellence of the  
12 results obtained, the quality of the legal representation that it took to obtain those results, and the  
13 complexity of the issues involved. See Fredman Dec., ¶¶ 18-20. To achieve the Settlement, Class  
14 Counsel had to skillfully navigate complex factual and legal issues against a sophisticated opponent  
15 with strong legal defenses. *Ibid.* In doing so, Class Counsel developed a viable path through a hostile  
16 legal environment to remedy egregious medical pricing. *Ibid.* On this basis, Class Counsel would  
17 normally be entitled to an upward enhancement multiplier to offset the contingent risk in addition to  
18 the other factors. See *Ketchum*, 24 Cal. 4th at 1133-1134.

19 **D. Class Counsel Should Be Awarded Their Lodestar Capped At \$600,0000**

20 Of course, Class Counsel are not seeking an enhancement multiplier because they agreed not  
21 to. On the contrary, the \$600,000 award that they request, after accounting for reimbursement of  
22 their litigation expenses, represents a fractional multiplier against their lodestar of more than 70%.  
23 See Fredman Dec., ¶¶ 16-17. That is, Class Counsel have discounted their lodestar by more than 30%  
24 across the board. *Ibid.* As this discount more than accounts for any legitimate scrutiny of their  
25 lodestar, as set forth in their detailed timesheets submitted herewith, the Court should award Class  
26 Counsel their full lodestar capped at \$600,000. *Ibid.*; see also Pearl Dec., ¶ 34 (“\$600,000 ... is  
27 significantly less than their full lodestar. This unclaimed time obviates any minor reductions that  
28 might have been made.”)

1                   **VIII. THE COURT SHOULD GRANT THE SERVICE AWARD TO PLAINTIFF**

2                   Finally, the Court should grant Ms. Thompson a service award for acting as the class  
3 representative in this case. The proposed service award is an additional credit of \$3,629.90 against  
4 her JMH account balance. *See* Settlement, ¶ 15. That additional credit is designed to combine with  
5 the credit that is due to her as a Class Member under the Settlement (of \$3,404.67) in order to zero  
6 out her account balance and resolve the debt and cross-complaint that JMH has against her. *Ibid.*

7                   The Court should approve the service award to Ms. Thompson because it is modest under the  
8 circumstances. *See* Fredman Dec., ¶ 21-22. The rule is that service awards (a/k/a incentive awards) to  
9 class representatives are permitted but should be reasonable in amount relative to the time they  
10 incurred on the case, the risks they took, and the benefits received by the other class members. *See*  
11 *Clark v. American Residential Services LLC* (2009) 175 Cal. App. 4th 785, 805-807. For example,  
12 *Clark* held that a service award of \$25,000 (44 times the average class member benefit of about  
13 \$550) was not supported by conclusory assertions that the class representatives had spent “countless  
14 hours” working on the case. *Ibid.* In contrast to *Clark*, however, the criteria for a reasonable service  
15 award are readily met here. *See* Fredman Dec., ¶¶ 21-22.

16                   First, the record indicates that Ms. Thompson spent at least 15-20 hours assisting Class  
17 Counsel with the case, including providing her information and records, responding to discovery,  
18 preparing for deposition and being deposed, reviewing case documents, and receiving and  
19 responding to emails. *Ibid.* Second, Ms. Thompson sacrificed her right to medical privacy in order to  
20 facilitate this case whereas all other Class Members maintained their anonymity. *Ibid.* Third, because  
21 of her service as the class representative, Ms. Thompson was subject to a strategic countersuit  
22 against her by JMH for debt collection whereas none of the other Class Members were personally  
23 sued or threatened. <sup>11</sup> *Ibid.* Finally, the proposed service award is quite modest: roughly equal to the  
24 credit that Ms. Thompson is entitled to as a Class Member and roughly double the average Class  
25 Member benefit. *Ibid.* Accordingly, the Court should routinely approve the service award.

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<sup>11</sup> The cross-complaint filed against Ms. Thompson by JMH in this action will be terminated by  
the entry of the class judgment in this case.

1 **IX. CONCLUSION**

2 Based on the foregoing, the Court should grant final approval to the Settlement as fair,  
3 adequate, and reasonable, award Class Counsel \$600,000 for attorney fees and expenses, approve the  
4 service award to Ms. Thompson, and otherwise order implementation of the Settlement as set forth in  
5 the Order and Judgment submitted herewith.

6  
7 Dated: February 19, 2026

COTCHETT, PITRE & MCCARTHY, LLP  
LAW OFFICE OF PETER FREDMAN PC

8  
9 By: /s/ Peter Fredman  
Peter Fredman

10  
11 *Attorneys for Plaintiff Savannah Thompson and  
the Certified Class*