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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JOSE L. DIAZ, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION
CORPORATION, et al,

Defendants.

Lead Case No.: CIVDS1920120

Consolidated with:

Santa Barbara County Case No. 19CV04466

Los Angeles County Case No. 20STCV03328

Los Angeles County Case No. 20STCV12806

**DECLARATION OF ZACHARY
CROSNER IN SUPPORT OF FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 23, 2021

Time: 10:00 a.m.

Dept: S26

Honorable David Cohn

Department S26

KRYSTLE SHAY, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION, et
al.

Santa Barbara County Superior Court
Case No.: 19CV0446

DEIDRE R. CHILDRESS, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION, et
al.

Defendants.

Los Angeles County Superior Court
Case No. 20STCV03328

DEIDRE R. CHILDRESS, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION
CORPORATION, et al.,

Defendants.

Los Angeles County Superior Court
Case No. 20STCV12806

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Attorneys for Plaintiff DEIDRE R. CHILDRESS

1 I, Zachary Crosner, declare as follows:

2 1. I am the principal of the law firm Crosner Legal, P.C. and co-counsel for named
3 Plaintiffs and Class Representatives Krystle Shay (“Plaintiff Shay”), David DeLeon and Deidre
4 Childress, in the above-captioned matter. I am a member in good standing of the Bar of the
5 State of California and am admitted to practice in this Court. I have personal knowledge of the
6 facts stated in this declaration and could testify competently to them if called upon to do so.

7 2. I am unaware of any conflict of interest between myself or my law firm and any member
8 of the proposed Class which should or would preclude me from representing the Class.

9 3. Plaintiffs Krystle Shay, David DeLeon and Deidre Childress were employed by Santa
10 Barbara Transportation as non-exempt employees during the Class Period.

11 4. On June 19, 2019, Plaintiff Krystle Shay submitted the PAGA Notice to the LWDA for
12 the purpose of complying with Labor Code §2699.3’s notice requirement, giving notice of
13 Plaintiff’s intentions to file the Action. On January 27, 2020, Plaintiff Deidre Childress
14 submitted the PAGA Notice to the LWDA for the purpose of complying with Labor Code
15 §2699.3’s notice requirement, giving notice of Plaintiff’s intentions to file the Action. On July
16 10, 2019, Plaintiff Jose Diaz filed a class action case entitled *Jose L. Diaz v. Santa Barbara*
17 *Transportation Corporation, et al.* (San Bernardino County Case No. CIVDS1920120).

18 5. On August 21, 2019, Plaintiff Krystle Shay filed a class action case entitled *Krystle*
19 *Shay v. Santa Barbara Transportation Corporation, et al.* (Santa Barbara County Case No.
20 19CV0446). On January 27, 2020, Plaintiff Deidre Childress filed a class action case entitled
21 *Deidre Childress v. Santa Barbara Transportation Corporation, et al.* (Los Angeles County
22 Case No. 20STCV03328). On January 27, 2020, Plaintiff Deidre Childress filed a PAGA case
23 entitled *Deidre Childress v. Santa Barbara Transportation Corporation, et al.* (Los Angeles
24 County Case No. 20STCV12806).

25 6. On October 20, 2020, Plaintiffs Diaz, Shay and Childress filed a consolidated class
26 action complaint alleging the following causes of action: (1) Unpaid minimum wages and
27 liquidated damages; (2) Unpaid overtime; (3) Defendants’ failure to provide meal periods or
28 compensation in lieu thereof; (4) Defendants’ failure to provide rest periods or compensation in

1 lieu thereof; (5) Defendants' failure to provide accurate wage statements; (6) Defendants'
2 failure to pay split-shift premiums; (7) Waiting time penalties; (8) Violation of California
3 Business and Professions Code 17200, et seq.; and (9) Violation of Private Attorneys General
4 Act Labor Code 2699, et seq.

5 7. On February 1, 2021, Plaintiffs and Defendants mediated Plaintiffs' Action in a full-day
6 of arms-length mediation before mediator, Michael Dickstein, Esq. To prepare for the
7 mediation, Defendant provided extensive documentation and data related to the claims asserted
8 in this case, including but not limited to pay policies, and a sampling of payroll records, time
9 records and pay stubs, as well as a number of workweeks/pay periods, class size and other
10 necessary information for Plaintiffs to create a damage exposure analysis. Plaintiffs hired an
11 expert economist to prepare damage calculations and an exposure analysis for the mediation. At
12 mediation, the parties were able to reach a global, non-reversionary, all-in class action
13 settlement of Three Million Dollars (\$3,000,000), which is now confirmed in this long form
14 settlement agreement ("Agreement" or "Settlement Agreement"). The parties' \$3,000,000
15 settlement is on a class wide basis with no claim form requirement and with no residual to
16 revert to Defendant. This represents 74% of the realistic exposure in this case which
17 demonstrates that the settlement is fair and reasonable.

18 8. Class Counsel are knowledgeable about and have done extensive research with respect
19 to the applicable law and potential defenses to the claims of the Settlement Class. Based on the
20 extensive discovery, litigation, documents and information provided by Defendant, and its own
21 independent investigation and evaluation, Class Counsel and Plaintiffs are of the opinion that
22 the Settlement with Defendant for the consideration and on the terms set forth in this Settlement
23 is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all
24 known facts and circumstances, including the risk of significant delay and uncertainty
25 associated with litigation, various defenses asserted by Defendant, and numerous potential
26 appellate issues.

27 9. Class Counsel's application for an award of attorneys' fees in the amount of \$1,050,000
28 or 35% of the total settlement amount of \$3,000,000 created on behalf of the Class, is

1 reasonable and fair. This litigation resulted in “a substantial, actual and concrete . . . benefit on
2 the members of an ascertainable class,” *Save El Toro Assn., supra*, 98 Cal.App.3d at p. 548. 13.
3 Courts historically award fees in the twenty to fifty percent range, depending on the
4 circumstances of the case. Thus, Class Counsel’s requested fee of 35% is well within the range
5 of reasonableness. (See, e.g., *In re Activision Securities Lit.* (N.D. Cal. 1989) 723 F. Supp.
6 1373, 1378). No general rule can be articulated on what is a reasonable percentage of a common
7 fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a common fund
8 in order to assure that the fees do not consume a disproportionate part of the recovery obtained
9 for the Class, although somewhat larger percentages are not unprecedented. (Newberg on Class
10 Actions, 3rd Ed., 1992, § 14.03.) It is recognized that one of the primary factors justifying an
11 attorney fee award in cases such as this are the attendant risks inherent in the litigation. As
12 observed in *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 470: No one
13 expects a lawyer whose compensation is contingent upon his success to charge, when
14 successful, as little as he would charge a client who had agreed to pay for his services,
15 regardless of success. Nor, particularly in complicated cases producing large recoveries, is it
16 just to make a fee depend solely on the reasonable amount of time expended.

17 10. I am a 2010 graduate of University of San Diego School of Law. I have nearly eleven
18 years of experience as a practicing attorney, all of which have focused on litigation of
19 employment, labor law, consumer, and class action claims. Following my graduation, I
20 immediately began working for a nationally recognized plaintiff’s complex litigation firm,
21 CaseyGerry, where I had the fortune of working directly with past presidents of the consumer
22 attorneys and recipients of trial attorneys of the year awards. During my tenure at these firms, I
23 focused on advocating for the rights of consumers and employees in class action litigation, civil
24 rights and employment litigation, catastrophic injuries, insurance bad faith, and appellate
25 litigation.

26 11. In 2013, I founded the law firm of Crosner Legal, P.C., which since its inception has
27 focused almost exclusively on wage and hour class actions and other labor and employment law
28 cases representing plaintiffs. Currently, over ninety percent (90%) of my practice is dedicated

1 exclusively to the prosecution of wage and hour class actions, and my law firm is currently
2 responsible as lead counsel or co-lead counsel for prosecuting well over one hundred (100)
3 wage and hour class actions and/or PAGA representative actions in both federal and state courts
4 throughout California.

5 12. I have also been selected by Super Lawyers as a “Southern California Rising Star” for
6 employment and labor law for 2018-2021, and a Top 100 Rising Star for Employment Law by
7 Super Lawyers in 2021. I was also selected as a Top 40 Under 40 Plaintiff’s Trial Lawyer by
8 the National Trial Lawyers, an invitation-only organization. I am currently an executive board
9 member of the Wage and Hour Committee and the Legislative Committee for the California
10 Employment Lawyers Association; a member of the Grassroots Advocacy Team for the
11 National Employment Lawyers Association; Wage and Hour Committee member and Class
12 Action Committee member for the National Trial Lawyers; a member of the American
13 Association for Justice; and a member of the Pound Civil Justice Institute.

14 13. Michael Crosner has over 50 years of experience as a practicing litigation attorney. He
15 began his legal career as a litigation attorney at the Los Angeles City Attorney’s Office where
16 he successfully tried approximately seventy-five (75) cases to jury verdict or judgment. Shortly
17 thereafter, he founded Michael R. Crosner Law Corporation. Throughout his years in private
18 practice, he has handled many plaintiff side complex litigation cases and arbitrations in various
19 areas of law, including consumer advocacy, catastrophic injury, labor and employment,
20 business disputes, immigration, and criminal defense. He is presently “of counsel” to Crosner
21 Legal, P.C. where he directly and fully participates in wage and hour class actions,
22 representative actions brought under the PAGA, and other employment and labor law cases. In
23 2015, he was appointed to be a Board Member of Law360’s Employment Law Editorial
24 Advisory Committee. He has served as a private mediator and panel arbitrator with the
25 American Arbitration Association, and as judge pro tem. He has also be retained as a special
26 contract attorney for the City of Santa Monica where he handled selected litigation and appeals.

27 14. Blake R. Jones graduated from the University of Missouri in 1996 with academic
28 honors, and graduated from Tulane Law School, magna cum laude, in 2000, where he served on

1 the Moot Court Board. Mr. Jones began working as an attorney that same year for Luce,
2 Forward, Hamilton & Scripps, LLP. He left with his mentor in 2004 to open the San Diego
3 office of Hooper, Lundy & Bookman, where he became a partner in 2008. Mr. Jones joined
4 Gordon & Rees, LLP, in 2011 and served as a partner in its Employment Law practice group
5 until 2020. He joined Crosner Legal, P.C., on June 1, 2020, and has served as a managing
6 attorney since that time. Mr. Jones has represented both employees and employers in several
7 hundred cases in both state and federal courts, including at least a hundred wage and hour class
8 actions and Private Attorney General Representative Actions. He has obtained millions of
9 dollars for employees in these cases.

10 15. Rex Phillips is a 2005 honors graduate of Glendale University College of Law and
11 has been practicing in a wide variety of general and complex litigation for fifteen years, and as a
12 result is extremely well versed in all manners of litigation. Prior to joining Crosner Legal as Of
13 Counsel in April 2019, he spent nearly seven years managing large caseloads of consumer
14 litigation cases, including foreclosure, landlord/tenant, employment & wage and hour, business
15 disputes, medical malpractice and personal injury, among other types of consumer cases. His
16 experience working for both big law and a reputable insurance defense firm provides him with
17 the unique ability to analyze cases from all angles. He is a primary participant in Crosner Legal,
18 P.C.'s employment cases and is managing the firm's growing housing law/tenant's rights
19 practice. He is a member in very good standing with the State Bar of California and is admitted
20 to practice in the Central, Southern, Northern, and Eastern Districts of California.

21 16. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class action
22 settlements while serving as lead or co- class counsel in recent years, including but not limited
23 to a \$1.9 million wage and hour class action settlement in 2015 in *Smith v. Lux Retail North*
24 *America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.); a \$4.1 million wage and hour class
25 action settlement in 2016 in *Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-
26 00190252 (Sacramento Cty. Super Ct.); a \$1.35 million wage and hour class action settlement
27 in 2017 in *Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty.
28 Super. Ct.), a \$1.8 million wage and hour class action settlement in 2018 in *Latham v. K.W.P.H.*
Enterprises, Inc. dba American Ambulance, Case No. 17C-0162 (Kings Cty. Super Ct.), a \$1.3

1 million wage and hour class action settlement in 2019 in *Means, et al. v. AirGas USA, LLC*,
2 Case No. 17-CV-2160 JGB (C.D. Cal.), a \$1.5 million wage and hour class action settlement in
3 2020 in *Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San
4 Diego Cty. Super. Ct.), and a \$7.25 million wage and hour class action settlement in 2020 in
5 *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty.
6 Super Ct.).

7 17. Class Counsel's fee request is also reasonable under a Lodestar Crosscheck. Court may
8 "cross-check" the results of the common fund method against the lodestar method. (See, e.g., *In*
9 *re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.) The lodestar is calculated by
10 multiplying the reasonable hours expended by a reasonable hourly rate. (*Serrano v. Priest*
11 (1977) 20 Cal.3d 25, 48-49 ["*Serrano III*"].) Those rates reflect "the general local hourly rate
12 for a fee-bearing case" and do "not include any compensation for contingent risk, extraordinary
13 skill, or any other factors." (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138.) The court may
14 then enhance the lodestar with a multiplier. (*Wershba, supra*, 91 Cal.App.4th at p. 254; *Rebney*
15 *v. Wells Fargo Bank* (1991) 232 Cal.App.3d 1344, 1347; *Serrano III, supra*, 20 Cal.3d at p. 49.

16 18. The purpose of using the lodestar/multiplier method is to mirror the legal marketplace.
17 Counsel will not handle cases for straight hourly fees payable only if they win; therefore, an
18 enhancement is often awarded so that the fee received is commensurate with what attorneys
19 could expect to be compensated for services in similar circumstances. (See *San Bernardino*
20 *Valley Audubon Soc., Inc. v. County of San Bernardino* (1984) 155 Cal.App.3d 738, 755 [an
21 award must be large enough "to entice competent counsel to undertake difficult public interest
22 cases"].) No specific findings reflecting the court's calculations are required. (*Wershba, supra*,
23 91 Cal.App.4th at p. 254; *Rebney, supra*, 232 Cal.App.3d at p. 1349.) "The record need only
24 show that the attorney fees were awarded according to the 'lodestar' or 'touchstone' approach."
25 (*Ibid.*)

26 19. In the almost two and a half years my firm has represented Plaintiff Shay regarding
27 these claims and this lawsuit, our efforts along with those of our co-counsel have included: (1)
28 extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class/aggrieved

1 employees, including legal research, research into similar claims and claims against other
2 employers in the same industry, and attempts to locate and contact other Santa Barbara
3 Transportation employees; (2) drafting a PAGA notice letter; (3) drafting the initial complaint
4 and related documents; (4) case management, including communications with defense counsel,
5 communications among Class Counsel, meeting and conferring/preparing case management
6 statements, etc.; (5) extensive discussions with counsel regarding settlement/mediation and
7 informal discovery needed for meaningful settlement discussions; (6) engaging in substantial
8 informal discovery, including propounding informal discovery “requests” and reviewing
9 documents and other information produced; (7) working with a consulting expert to analyze
10 thousands of data points produced regarding the Class Members’ time punch and payroll data;
11 (8) drafting a mediation brief and accompanying damages model after review and analysis of
12 Defendants’ informal discovery production and information obtained from class members; (9)
13 attending an all-day mediation; (10) negotiating and drafting the long form settlement
14 agreement and related documents; (11) drafting the motion for preliminary approval, related
15 modifications to the settlement documents requested by the Court, and attending the hearing;
16 (12) administration of the settlement, including communications with the Settlement
17 Administrator and settlement class members; (13) drafting the motion for final approval and
18 motion for attorney’s fees; and (14) extensive communications with the Plaintiffs regarding case
19 status, case investigation and document review, mediation, and settlement terms.

20 20. Attached hereto as Exhibit 1 is a true and correct copy of my firm’s time and billing
21 records in this matter summarizing the tasks performed and time incurred.

22 21. Additional time will be incurred following final approval of the settlement. Based on my
23 experience, we will field a number of phone calls and e-mails from class members asking about
24 the status of the settlement, when they can expect their settlement checks, income tax issues,
25 etc. We also will have additional communications with the Settlement Administrator during the
26 distribution process and regarding the final compliance report

27 22. Through the filing of this motion and the accompanying motion for final approval, my
28 firm’s lodestar is \$196,505, based on 288.3 attorney hours litigating the case. As set forth in the

1 Declaration of co-counsels, Marcus Bradley and Greg Mauro, Class Counsel's collective
2 lodestar is \$685,535 (lodestar of \$241,840 for James Hawkins APLC; and, lodestar of
3 247,190.00 for Bradley/Grombacher LLP)

4 23. I believe these hours expended are reasonable given the complexity and novelty of the
5 issues involved, the vigorous defense, the length and intensity of the litigation, and the
6 exceptional results obtained. Class Counsel litigated this action with great efficiency in light of
7 the amount of work required to achieve the Settlement. Plaintiff's Counsel are entitled to be
8 compensated "for all time reasonably expended in pursuit of the ultimate result achieved in the
9 same manner that an attorney traditionally is compensated by a fee-paying client for all time
10 reasonably expended on a matter." (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 431 [internal
11 quotations omitted]; accord *Serrano v. Unruh* (1982) 32 Cal.3d 621, 633 [*"Serrano IV"*] [parties
12 should recover for all hours reasonably spent]; *Meister v. Regents of Univ. of Cal.* (1998) 67
13 Cal.App.4th 437, 447-48 [same].)

14 24. Class Counsel is entitled to be compensated at hourly rates that reflect the reasonable
15 market value of their legal services, based on their experience and expertise. (See *Serrano IV*,
16 supra, 32 Cal.3d at pp. 640-43, n.31.) "The reasonable hourly rate is that prevailing in the
17 community for similar work." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.)
18 Payment at full market rates is essential to entice well-qualified counsel to undertake difficult
19 cases, such as this one. (*San Bernardino Valley Audubon Soc'y v. County of San Bernardino*
20 (1984) 155 Cal. App. 3d 738, 755.) Additionally, calculation of a lodestar based on current
21 hourly rates is appropriate as a means of compensating for delay in payment. (*Missouri v.*
22 *Jenkins by Agyei* (1989) 491 U.S. 274, 283-84.)

23 25. My office has been fully committed to dedicating the time, resources and finances to see
24 this case through to its conclusion. Our office took this case on a contingency fee basis wherein
25 we obligated ourselves to covering potentially a significant amount of expenses for costs
26 without a guarantee of any reimbursement or award. Further, the amount of work involved in
27 litigating a wage and hour class action frequently requires hundreds or even thousands hours of
28 work, hundreds of thousands of dollars in costs, and years of time. In sum, plaintiff's counsel

1 must be prepared to devote a significant of our time and resources to each particular wage and
2 hour class action and must be willing to take large risks on their outcome.

3 26. Further, litigation of wage and hour class actions requires a specialized knowledge of the
4 seemingly almost daily and often complex changes to the body of procedural and substantive
5 law. Our office has gained this experience and kept abreast with this area of law by serving as
6 lead and co-lead counsel in several wage and hour class actions; discussing and working closely
7 with highly reputable attorneys within this field; consistently attending seminars, subscribing
8 and reviewing articles and other specialized learning materials; and reviewing court documents,
9 awards and judgments in other cases.

10 27. As a result, I have become familiar with the non-contingent market rates charged by
11 attorneys in California which in my experience are generally based on an attorney's current rate
12 at the time a motion for fees is made. We request that the Court find the following requested
13 hourly rates all to be reasonable: \$600.00 per hour for Zachary Crosner; \$800.00 per hour for
14 Michael Crosner; \$750.00 per hour for Blake Jones; and, \$600 per hour for Rex Phillips. Each
15 of the foregoing attorneys have been approved at these hourly rates in several previous wage
16 and hour class action and/or PAGA representative action settlements.

17 28. Class Counsel's charged rates are commensurate with the prevailing market rates in Los
18 Angeles County for attorneys of comparable experience and skill handling complex litigation,
19 and have been previously approved by this Court in similar wage and hour class action
20 litigation. Furthermore, Class Counsel's rates in calculating the lodestar are the same rates that
21 would be charged to non-contingent hourly clients and thus necessarily reflect the current
22 market value of counsel's legal services. Class Counsel has made all reasonable attempts to
23 avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing
24 rates.

25 29. The requested rates also comport with the adjusted Laffey Matrix, which provides that
26 reasonable hourly rates for attorneys with 20+ years of experience, such as Michael Crosner,
27 have ranged from \$826-894/hour during the time this matter has been pending, while the
28 reasonable hourly rate for attorneys such as myself, with 8-10 years of experience, is \$672/hour.

1 The adjusted Laffey Matrix may be found at <http://www.laffeymatrix.com/see.html>.

2 30. Based the lodestar analysis above, the requested award of \$1,050,000, equal to 35% of
3 the Maximum Settlement Amount, would result in a lodestar enhancement of approximately
4 .65. Plaintiffs respectfully submit this is reasonable under all of the circumstance of this case as
5 outlined above, and represents a fair return for the contingency assumed. The benefit conferred
6 on the class and the potential difficulty of the case in light of the uncertain authority and
7 potential arbitration issues further bolster the reasonableness of the requested fee and lodestar
8 enhancement.

9 31. As noted, my firm has represented Plaintiff Shay for nearly 2.5 years with respect to this
10 matter and has expended a significant amount of time and resources in that representation. My
11 firm agreed to litigate this case on a purely contingent basis and in so doing assumed
12 considerable risk of non-payment for its fees and costs, as discussed above, and as is the case
13 with these cases in general. Under all relevant factors (as outlined herein and in the
14 accompanying memorandum), Plaintiffs respectfully request the Court award their counsel the
15 requested fees of \$1,050,000, based on the common fund theory with a corresponding lodestar
16 cross-check.

17 32. This case posed considerable contingent risk, for the reasons addressed above; if there
18 had been no recovery then my firm would not have received any fees for the time invested
19 litigating the case. Throughout the pendency of this case, my firm has received no compensation
20 or reimbursement for its efforts representing Plaintiff Shay and the Class.

21 33. My firm assumes a great deal of contingent risk in every wage and hour class action it
22 undertakes. Attorneys and Of Counsel working at my firm have been involved in a number of
23 cases where plaintiffs and their counsel invested hundreds of hours to time and tens of
24 thousands in costs with no return. For example, in a matter alleging misclassification on behalf
25 of a putative class of assistant managers at major restaurant chain, after three years of
26 exceptionally adversarial litigation and the investment of over 1,000 hours of attorney time and
27 over \$100,000 in costs, the trial court denied plaintiffs' motion for class certification. In another
28 misclassification case on behalf of assistant managers at large restaurant chain, the parties

1 reached a settlement after three years of litigation, secured preliminary approval and completed
2 the notice process to the settlement class, only to have the defendant file for bankruptcy a few
3 days before the final approval hearing. Lastly, in a matter against a large regional bank seeking
4 expense reimbursement of behalf of outside salespersons, after more than a year of combative
5 litigation and shortly before plaintiff's class certification motion was due, the defendant was
6 taken over by federal regulators. In each of these instances the plaintiff's firm received nothing
7 despite the investment of hundreds of hours of attorney time and thousands of dollars in out-of-
8 pocket costs.

9 34. Class Counsel's litigation costs and expenses are capped at \$30,000 under the terms of
10 Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my
11 firm is set forth is attached hereto as Exhibit 2.

12 35. I therefore respectfully request the Court approve payment of \$8,366.55 in litigation
13 costs and expenses to Crosner Legal. As set forth in the Declarations of Marcus Bradley and
14 Greg Mauro, the total costs incurred by Class Counsel amount to \$28,639.39 (\$13,266.42 in
15 costs incurred by Bradley/Grombacher LLP and \$7,046.52 in costs incurred by James Hawkins
16 APLC.

17 36. It is respectfully requested that the Court approve reimbursement of those costs as well,
18 for total costs and expenses to Plaintiffs of \$28,639.39.

19 37. Under the terms of the settlement, Plaintiffs Shay, DeLeon and Childress seek an
20 incentive award of \$7,500 each. These requests are reasonable given the much broader release
21 each Plaintiff is agreeing to, as well as their efforts in this case and the risks they undertook on
22 behalf of the other class members. Additionally, by contacting and retaining counsel to pursue
23 these claims, Plaintiffs helped make this settlement possible for the other employee class
24 members, while shouldering the risk of being liable for the Defendants' litigation costs.
25 Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit
26 (discoverable even through a simple google search) for the benefit of other employees, placing
27 them at risk of discrimination by future prospective employers. Among taking many other
28 actions assisting in the successful litigation of this case, Plaintiff Shay provided substantial

1 factual information and documents to my office, attended numerous meetings/phone
2 conferences with my office to discuss the case, and kept abreast of all significant developments.
3 Accordingly, the requested enhancement payments to Plaintiffs Shay is appropriate and justified
4 as part of the settlement.

5 38. The Court previously approved ILYM Group, Inc. ("ILYM") as the Claims
6 Administrator. As described in the Declaration of Nathalie Hernandez, ILYM has performed all
7 duties required of it and will continued to do so through the settlement distribution process and
8 final report to the Court. Per the Hernandez Declaration, ILYM will incur total fees and
9 expenses of \$30,000 in performing its duties as Claims Administrator, and it is respectfully
10 requested that the Court approve payment of ILYM's fees and expenses in the amount of
11 \$30,000.

12
13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed this 13th day of July 2020, at Los Angeles, California.

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16 

17 _____
18 Zachary Crosner, Declarant
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EXHIBIT 1

Krystle Shay, et al. v. Santa Barbara Transportation Corp.

Crosner Legal Time Report

Tasks	Blake Jones	Zachary Crosner	Michael Crosner	Rex Phillips
Pre-filing Case Investigation	0.0	20.10	12.30	2.2
Pleadings and Law and Motion	0.9	32.80	24.60	4.6
Discovery and Post-Filing Investigation	3.4	22.70	18.50	5.7
Court Appearances	0.0	1.20	0.00	0.8
Case Management; Litigation Strategy & Analysis	12.3	24.50	33.45	14.6
Mediation and Settlement	4.2	31.30	15.20	3.4
Total Hours	19.9	132.60	104.05	31.3
Hourly Rate	\$750	\$600	\$800	\$600
Lodestar	\$14,925.00	\$79,560.00	\$83,240.00	\$18,780.00

Total Hours: 288.30

Total Lodestar: \$196,505

EXHIBIT 2

Krystle Shay, et al. v. Santa Barbara Transportation Corp.

Cost Summary for Crosner Legal, P.C.

DESCRIPTION	AMOUNT
Court Filing Fees & Service of Process	\$3,881.83
Courtcall	\$188.00
Mediation Fees	\$4,200.00
PAGA Notice Filing Fee	\$75.00
Postage and Delivery Fees	\$21.72
Legal & Financial Research	(waived)
Photocopies	(waived)
Total Costs	\$8,366.55