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Attorneys for Plaintiff STEPHANY CLUCK

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

STEPHANY CLUCK, as an individual on behalf of herself and on behalf of all others similarly situated Plaintiff, v. CHILDHELP, INC., A CALIFORNIA NON-PROFIT CORPORATION; AND DOES 1-100, INCLUSIVE, Defendants.	Case No.: CVRI2202276 Assigned for All Purposes to: Hon. Harold Hopp Dept. 1 DECLARATION OF NIKKI TRENNER IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS, AND JUDGMENT THEREON Date: July 30, 2025 Time: 8:30 a.m. Dept.: 1

DECLARATION OF NIKKI TRENNER

I, NIKKI TRENNER, Declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I a partner with Crosner Legal, PC, counsel of record for plaintiff Stephany Cluck. I make this declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement. If called to testify as to the within facts, I would and could competently do so.

FACTUAL BACKGROUND AND PROCEDURAL POSTURE

2. Defendant ChildHelp is a non-profit organization dedicated to the prevention and treatment of child abuse throughout the United States, offering a variety of services including a national hotline, advocacy centers, treatments, and community outreach. Plaintiff was employed by ChildHelp as a nonexempt instructional aid and driver from August 5, 2019 to September 23, 2021 at ChildHelp's Beaumont location.

3. Plaintiff alleges Childhelp violated California wage and hour law in several respects. First, she alleges a failure to pay all wages due, including failing to incorporate non-discretionary bonuses and shift differential pay into the regular rate of pay when calculating overtime wages and failed to pay employees for all hours worked by requiring "off the clock" work. Next, Plaintiff alleges Childhelp also failed to provide compliant meal and rest periods by requiring employees to perform work while clocked out for meal periods and not relieving employees of all employer control while on a break. Plaintiff also claims employees had to use their personal phones on company business and without reimbursement and, as a result of the above allegations, Plaintiff also alleges Defendant failed to provide accurate, itemized wage statements and failed to pay all wages owed upon separation of employment.

4. Based on these allegations, on June 6, 2022, Plaintiff filed the underlying class action on behalf of herself and the Class Members, asserting claims for (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to reimburse expenses, (6) failure to provide itemized wage statements; (7) failure to pay all wages due at termination; and (8) unfair competition. After exhausting administrative remedies, Plaintiff later filed a First Amended Complaint adding a

cause of action under the PAGA on October 4, 2022.

5. Childhelp has at all times denied Plaintiff's allegations and maintained its meal and rest break and payroll policies and procedures comply with California law, and that it provided the class members with required meal and rest breaks. Additionally, Childhelp contends its timekeeping and payroll policies accurately track and pay for all hours worked by its employees and at the correct rates of pay. It also strongly contends the case cannot be maintained as any kind of class or representative action, arguing for example that to the extent class members missed meal and/or rest breaks, or that such breaks were non-compliant, it was intermittent and infrequent and evidence of such missed breaks would be purely anecdotal, and therefore individualized issues predominate and trial on a representative basis would be unmanageable.

6. Since Plaintiff filed the initial complaint, the Parties initiated formal discovery. After extensive meeting and conferring on discovery issues, case management, and potential law and motion, the Parties ultimately agreed to mediation, and further agreed to additional informal discovery to facilitate an exchange of information necessary to engage in a meaningful mediation. Consequently, Plaintiff's counsel reviewed payroll records, personnel policies/handbooks, meal and rest break policies, personnel files, and a random of sampling paystubs and time records for about 20% of the class members. Defendant also provided documents reflecting its wage and hour policies and practices, and data regarding the total number of current and former employees, the estimated total amount of workweeks and pay periods they worked, and average hourly pay rates, among other relevant data. We had that data reviewed with the assistance of consulting experts from EmployStats to help determine, inter alia, potential violation rates for meal breaks, potential unpaid wages, and to help formulate a damages model.

7. The Parties then engaged the Hon. Daniel Buckley (Ret.), a highly respected mediator with extensive wage and hour class action experience and, in March 2024, participated in a full day mediation with Judge Buckley. Throughout the day, the arms-length negotiations were hard-fought and adversarial as the Parties exchanged extensive information on their legal and factual positions, and made numerous offers and counter-offers. Near the end of the day, the Parties reached agreement on all major issues and thereafter jointly prepared the Settlement

Agreement.

THE PROPOSED SETTLEMENT TERMS

8. Under the settlement, Childhelp will pay $315,000.00 into a common fund, the Gross Settlement Amount. Reasonable attorney's fees of up to $105,000.00 (33.3% of the GSA), litigation costs ofup to $25,000 (only $22,480.52 is requested), an enhancement award to Plaintiff of up to $10,000, settlement administration costs of $8,400.50, and $15,000 for civil penalties under PAGA (of which 75%, or $11,250, will go to the Labor & Workforce Development Agency, and 25%, or $3,750 will go to the Aggrieved Employees) all will be paid from the Gross Settlement Amount. The remainder of approximately $154,119 will be allocated among the Participating Class Members based on their total workweeks worked during the Class Period. No portion of the Gross Settlement Amount will revert to Childhelp.

9. This is a cash settlement that <u>does not</u> require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Eighty percent of each settlement share will be allocated to wages and the remaining twenty percent will be allocated to penalties and interest. Childhelp will pay any and all applicable employer-side payroll taxes separately and in addition to the Gross Settlement Amount. Subject to the Court's approval, any amounts not claimed (because a class member does not cash his or her settlement check) will be forwarded to the State Controller's Unclaimed Property Fund.

10. Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her total weeks worked for Childhelp during the Class Period while employed in a non-exempt position. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of unpaid wages, unpaid premium wages for missed meal and rest breaks, and potential statutory penalties under applicable law. These methods are intended to ensure each Class Member receives a portion of the available settlement funds corresponding to the relative value of his or her potential claims. The proposed allocation provides a reasonable way to compensate Class Members based on the amount of time they worked for Childhelp and the number of instances they missed a meal

break and/or rest break, were not provided compensation in lieu of such missed breaks, or lost pay due to the alleged rounding.

11. All Participating Class Members will release Childhelp from all claims alleged in the operative complaint, or that could have been brought based on the factual allegations in the FAC and PAGA Notice during the Class Period. Plaintiff, the LWDA, and the State of California through Plaintiff as its agent and/or proxy, will release all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in the FAC and in the PAGA Notice,. The Class and PAGA releases are limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the FAC, and PAGA notice. Only Plaintiff is entering into a full general release of all claims and waiver of Civil Code section 1542.

12. As noted above, the Parties allocated $15,000 from the GSA to civil penalties under PAGA, and I submit that amount is fair, reasonable and adequate, and consistent with PAGA's underlying purposes. Per Labor Code section 2699(*l*)(2), my office gave notice of the settlement and the approval hearing to the LWDA via its online portal. A true and correct copy of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

The Settlement Is Fair and Reasonable Considering the Benefits Conferred, the Case Value, and Significant Litigation Risks

13. Prior to mediation, the parties engaged in both formal and informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding Childhelp's payroll practices, a representative sampling of class member pay stubs and time records, applicable compensation plans, meal and rest break policies, etc., and information from Defendant regarding class size and breakdown, number of work weeks/pay periods, average rates of pay, and other information used to formulate a damages model with the assistance of a consulting expert. We are confident they obtained sufficient information to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is fair and reasonable.

14. First, on their unpaid wage claims, Plaintiff alleged Childhelp failed to pay for all hours worked by requiring employees to work "off the clock." Here, Plaintiff alleged employees

lost a few minutes of compensable time each shift getting from the facility entrance to/from the time clocks at the rear of facility. For example, Plaintiff alleged that if an employee was assisting with care at the end of their shift, they were forced to clock out at their scheduled time and then return to assisting with the task at hand. These tasks typically included supervising children, assisting with laundry, and preparing meals. According to Plaintiff's expert's analysis, this resulted in the loss of some **$257,600** in pay over the Class Period. Plaintiff also alleges that she and the Class Members also were paid nondiscretionary bonuses and shift differentials that were not incorporated into the regular rates of pay for purposes of calculating overtime wages and sick pay. Alvarado v. Dart Container Corp. (2018) 4 Cal.5th 542, 553; Ferra v. Loews Hollywood Hotel, LAccording to Plaintiff's expert's analysis, this resulted in the loss of some **$257,600** in pay over the Class Period. Plaintiff and the Class Members also were paid nondiscretionary bonuses and shift differentials that were not incorporated into the regular rates of pay for purposes of calculating overtime wages and sick pay. Per Plaintiff's experts, this resulted in an underpayment of overtime and sick time wages to Class Members in the amount of about **$10,100**. On the other hand, Defendant argued its timekeeping and payroll policies accurately tracked and paid for all employee time at the correct hourly rate, and that is policies strictly prohibited "off the clock" work. Thus, per ChildHelp, if any off the clock work occurred it was in violation of company policy and done voluntarily by employees and without the company's knowledge or consent.

15. On the meal period claims, Plaintiff argued employees were not relieved of all job duties while on a meal period and frequently had lunches interrupted by work. Per Plaintiff, understaffing and the nature of the work required employees to remain alert and to monitor the needs and actions of the children in the facilities, and employees frequently were only able to grab a quick bite during their shifts instead of receiving a full, uninterrupted meal break. Plaintiff contended these policies resulting in numerous "de facto" meal break violations for short, late and missed meal periods. Plaintiff further alleged other policies, such as prohibiting employees from napping or leaving the premises on a rest break, prevented employees using their break time as they saw fit and thus they were subject to employer control. Plaintiff's expert's analysis

suggested about 81% of shifts had a least one unique meal violation, and estimated the potential exposure at about **$905,680** in meal period premiums.

16. In response, Defendant argued the break policies were fully compliant with California law, and that it provided all required meal periods and thereby met its obligations under the Labor Code and applicable Wage Order. Further, Defendant argued to the extent employees missed a break or records showed a non-compliant break, any such discrepancies were aberrational and against company policy and a myriad of individual issues would be required to determine whether the potential violation resulted from employee choice or some other reason. Consequently, per the Defendant, individualized inquiries would dominate on this issue and render class certification inappropriate.

17. For the rest break claim, Plaintiff argued that Defendant frequently provided non-compliant rest breaks, as once again Class Members often had to skip rest breaks or received shortened rest breaks due to the hectic nature of the work and need to monitor the children. As with meal breaks, Defendant argued its rest break policies complied with California law and that it authorized and permitted employees to take all required rest breaks. Defendant further contended that, in light of the fact that it is not required to maintain a record of rest breaks, any evidence of failure to authorize and permit rest breaks and/or discouragement from taking rest breaks would be purely anecdotal and individual issues would predominate on liability. Assuming a 75% violation rate, Defendant's exposure here was estimated at about **$877,877**.

18. On the expense reimbursement issue, Plaintiff alleged ChildHelp managers and representatives frequently contacted Plaintiff and the Class Members on their personal cell phones with various work-related reminders and memoranda, all without reimbursement. Based on $5 per week in reimbursement, Plaintiff estimated the exposure at about $97,215. Here, Defendant argued its policies prohibited use of cell phones while working, and that there would be no real need for employees to use a cell phone while performing their duties. Thus, per Childhelp, any use of personal phones was not a necessary requirement of the job and therefore not reimbursable under Labor Code § 2802. Defendant also argued that such claims were not suitable to class treatment, as individualized issues predominate.

19. Finally, Plaintiff also alleged derivative claims under Labor Code § 226 (alleged inaccurate wage statement violations) and §§ 201-203 (waiting time penalties). These claims are based on the unpaid wage claims and will rise or fall along with those primary claims, in addition to being subject to "good faith" and other defenses available to Defendant. Defendant argued further that the wage statements accurately contained all required information, and that acted in good faith all times with respect to payment of wages. Although Plaintiff's experts estimated the exposure on these claims at about **$511,620** on the wage statement claims, and about **$730,825** on the waiting time penalties claim, Plaintiff also discounted the derivative claims significantly in light of these multiple potential defenses.

20. As far as potential PAGA liability, the alleged aggrieved employees theoretically are entitled to penalties totaling about $1,900,000 should Plaintiff prevail on all claims, establish violations of the multiple Labor Code sections at issue, and secure the maximum allowable civil penalties. As with the class claims, Plaintiff discounted the potential PAGA penalties based on Defendant's various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $15,000 to PAGA penalties. Plaintiff submits this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California.

21. If the case had not settled, the risk and expense associated with litigation would have been extremely time consuming and expensive. Merits discovery and trial preparation would have been extensive. For example, our attorneys have been involved in class/representative cases where, after class certification, the parties undertook merits discovery and eventually took over 40 depositions and interviewed dozens of additional witnesses before the matter finally settled. It is also common now in wage and hour class/representative actions for both sides to retain experts to assess various issues in a case. For instance, it is possible this matter would have required one or more experts, or perhaps a special master, to review and analyze the defendant's time and payroll records in order to calculate the amount of missed meal and rest breaks, to calculate the amount of underpaid overtime on the regular rate issue, or to undertake an analysis of these issues via a survey and statistical analysis. The cost of such experts easily can run into

the tens of thousands of dollars and, indeed, we found expert assistance necessary just to prepare for mediation. Finally, even if Plaintiff certified a class, maintained certification through merits discovery and trial, and prevailed at trial, Defendant would almost certainly appeal, thereby delaying payment to the class for several more years.

22. Further, continued litigation would be time-consuming and expensive as the parties pursued merits discovery, litigated the applicability of arbitration agreements, fought over class certification and probable motion to decertify, a probable motion to deem the PAGA claims unmanageable due to individualized inquiries, as well as trial and possible appeals. Plainly continued litigation would substantially delay any recovery with no assurance of recovering significantly more than the proposed settlement. While Plaintiff and I are confident in the merits of these claims, a legitimate controversy exists as to each claim. We also recognize proving the amount of potential wages and penalties due each Class Member would be an expensive, lengthy, and uncertain proposition.

23. Taking into account all of the above-discussed risk factors, Plaintiff calculated Defendant's exposure on the class claims at around **$427,850** on a risk-discounted basis and, accordingly, the settlement represents about 70% of the estimated recovery after trial after accounting for the multiple risks of continued litigation as addressed above. Given Defendant's multi-layered defenses and all other potential risks of continued litigation, a total recovery for the class of $315,000, which will result in average award of $449 per class member, is a significant result well within the range of reasonableness considering all potential outcomes, and will provide monetary awards to the Class without further delay.

PLAINTIFF'S ENHANCEMENT AWARD

24. Under to the terms of the settlement, Plaintiff seeks a modest incentive award of $10,000 for her service in bringing these claims on behalf of the Class. The requests are reasonable given the risks each undertook on behalf of the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs. Plaintiff also exposed herself to unwanted notoriety related to filing a public lawsuit

(discoverable even through a simple google search) for the benefit of other employees, placing themselves at risk of discrimination by future prospective employers. As set forth in more detail in their respective declarations submitted with the preliminary approval motion, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments.

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SETTLEMENT ADMINISTRATION COSTS

25. The settlement provides for a payment to Apex for its services as the Settlement Administrator. As set forth in the Declaration of Stacey Shim, Apex has performed and will continue to perform its required duties through final distribution of the settlement funds and incurred $8,400.50 in fees and expenses. Accordingly, I respectfully request the Court approve payment of $8,400.50 to Apex from the GSA.

The Attorney's Fees Requested Are Fair and Reasonable and Should Be Approved

26. Per the terms of the settlement, up to 1/3 of the initial gross amount is allocated to payment of reasonable attorney's fees, or $105,000. Here, the parties did not negotiate the inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to the Class was completed. The requested fee and cost award was a product of these arms-length negotiations and fairly reflects the marketplace value of the services rendered by Class Counsel in this case for the reasons addressed herein.

27. During the pendency of this action, Crosner Legal's efforts have included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal research, research into similar claims and claims against other employers in the same industry, and attempts to locate and contact other employees of the Defendant; (2) drafting PAGA notice letters; (3) drafting the initial complaints and related documents; (4) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, etc.; (5) propounding and responding to extensive written discovery, (6) meeting and conferring re discovery responses, (7) lengthy discussions with defense counsel

regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (8) engaging in substantial informal discovery, including propounding informal discovery “requests” and reviewing documents and other information produced; (9) working with a consulting expert on the analysis of Defendant’s production; (10) drafting a mediation brief and accompanying damages model after review and analysis of defendant’s formal and informal discovery production; (11) attending an all-day mediation; (12) negotiating and drafting the settlement agreement and related documents; (13) drafting the motion for preliminary approval, and attending the hearing; (14) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (15) drafting the motion for final approval and attorney’s fees, and attending the final approval hearing; and (16) extensive communications with the Plaintiff regarding case status, case investigation and document review, mediation, and settlement terms. A true and correct summary of Crosner Legal’s work performed and time expended is attached hereto as Exhibit 2. Additionally, we will incur additional time following final approval to, inter alia, respond to class member inquiries, work with the Settlement Administrator on the distribution of settlement funds, and on the compliance hearing and judgment.

28. I graduated from Trinity Law School in 2017 and joined Mara Law Firm, PC (formerly The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal in 2020 and am currently employed as a senior associate in the wage and hour department. I have solely handled wage and hour class actions and PAGA lawsuits for six (6) years. I routinely write and oppose motions, draft complaints, appear before the Court at law and motion and settlement hearings, engage in the discovery process, including drafting Belaire-West notices and meet and confer letters.

29. I have obtained class certification in the following matters: *Hernandez v. Aviation Port Services, LLC*, Kern County Superior Court Case No. BCV-18-100141. I have also assisted in obtaining millions of dollars for employees in the following court-approved class action and/or representative PAGA settlements: *Michael Campbell, et al. v. Symons Emergency Specialities, Inc.*, San Bernardino County Superior Court Case No. CIVDS1903158;

Amber Collins v. Danbarb, Inc., et al., Los Angeles County Superior Court Case No. 20STCV44190; *Michael Elridge v. LA Downtown Medical Center, LLC, et al*., Los Angeles County Superior Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra Aluminum Company, et al*., San Bernardino County Superior Court Case No. CIVDS2010856; *Elaine Moyal v. Cabinets To Go, LLC*, Los Angeles County Superior Court Case No. 20STCV32477; *Genevieve Rangel v. Bassett Direct NC, LLC*, Orange County Superior Court Case No. 30-2018-01040101-CU-OE-CXC; Jacob Buys v. *Sizewise Rentals, Inc., et al*., Sacramento County Superior Court Case No. 34-2018-00225848-CU-OE-GDS; *Alejandro Valencia v. VM Tree Service, Inc., et al*., Riverside County Superior Court Case No. RIC1819395; *Joshua Rael v. Intercontiential Hotels Group Resources, Inc*., Los Angeles County Superior Court Case No. 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc*., Sacramento County Superior Court Case No. 34-2018-00234334-CU-OE-GDS; *Tonja Edwards-Bloodsaw v. Sandburst Convalescent Group, LTD*, et al., Los Angeles Superior Court Case No. 19STCV15797; *Moriah Holtegaard, et al. v. Howroyd-Wright Employment Agency, Inc. dba AppleOne Corporation Services, et al*., Central District Court of California, Eastern Division, Case No. 5:20-cv-00509 JGB (KKx); *Jade Findley, et al. v. Avenue5 Residential, LLC, et al*., Los Angeles County Superior Court Case No. 20STCV34633; *Keivan Keyhanzad v. Ryan Cars, LLC dba Pomona Kia, et al*., Riverside County Superior Court Case No. RIC1905276; *Luis Bolanos v. FSC Corporation dba Il Pastaio Restaurant, et al*., Los Angeles County Superior Court Case No. BC722758; *Loretta Cannon v. Pasadena Hospital Association, LTD dba Huntington Hospital*, Los Angeles County Superior Court Case No. 19STCV14554; *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al*., Kern County Superior Court Case No. BCV-20-101593; and *Jesse McCauley v. Mullahey Ford, Inc., et al*., San Luis Obispo County Superior Court Case No. 21CV0001.

30. Zach Crosner is a 2010 graduate of University San Diego School of Law and he has approximately thirteen years of experience as a practicing attorney. For nearly his entire career, his practice has focused on litigation of wage & hour, consumer, and privacy class action and representative action claims. Following graduation he immediately began working for a nationally recognized plaintiff's complex litigation firm, CaseyGerry, where he worked

directly with past presidents of the consumer attorneys and recipients of trial attorneys of the year awards. He also worked for other firms that included former CAALA and CLAY trial attorney of the year recipients. While with these firms, he advocated for the rights of consumers and employees in class action litigation, civil rights and employment litigation, catastrophic injuries, insurance bad faith and appellate litigation.

31. In 2013, he founded the law firm of Crosner Legal, P.C. which since its inception has focused almost exclusively on plaintiff-side class actions lawsuits representing employees, consumers and other victims. Currently, over ninety percent (95%) of his practice is dedicated exclusively to the prosecution of class actions and representative action lawsuits, and his law firm is currently responsible as lead counsel or co-lead counsel for prosecuting over one hundred (100) active wage and hour class actions and/or PAGA representative actions, as well as a multitude of consumer and privacy class actions, in both federal and state courts throughout California. He has been a direct participant in over one hundred (100) class action and/or representative action settlements where he has been approved as adequate lead counsel.

32. Mr. Crosner has been selected by Super Lawyers as a "Southern California Rising Star" for employment and labor law consecutively from 2018 through 2023. Super Lawyers has also named me on their "Up-and-Coming 100" Southern California Rising Stars List for consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are named a Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he has been selected as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers, invitation-only organization composed of the premier trial lawyers, from 2019 through 2023. He is an active participant in advocacy groups, including as an executive board member of the Wage and Hour Committee and the Legislative Committee for the California Employment Lawyers Association; a member of the Grassroots Advocacy Team for the National Employment Lawyers Association; Wage and Hour Committee member and Class Action Committee member for the National Trial Lawyers; a member of the American Association for Justice; and a member of the Pound Civil Justice Institute.

33. Jamie Serb is a partner with Crosner Legal and head of the firm's wage and hour practice group. She graduated from the University of California, San Diego in 2004 and graduated from California Western School of Law in 2013, and has been a member of the California Bar since 2013. She gained extensive experience in wage and hour litigation, beginning work as a class action attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley Law Firm, APLC). She joined Crosner Legal on January 4, 2021 as an associate attorney. She has handled wage and hour class actions and PAGA lawsuits for over six (6) years and has assisted in obtaining millions of dollars for employees during her years of practice.

34. Kiara Bramasco received her undergraduate degree, magna cum laude, from Loyola Marymount University in Political Science, and then received her JD from Loyola Law School in 2018. She then spent several years with well-known plaintiff's firm Moss Bollinger, first as a law clerk and then as an associate, where her practice focused on employment law, particularly wage and hour class action and PAGA litigation. She joined Crosner Legal in 2021 and is head of the Firm's Pre-Litigation Department.

35. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and her law degree from George Washington University in 2007. She has been affiliated with my firm since 2017 and became Of Counsel with Crosner Legal in 2019, and her practice focuses almost exclusively on wage and hour class and representative actions. She has spent her entire career representing plaintiffs in employment litigation, including several years as an associate at well-known plaintiff's firm Carlin & Buchsbaum.

36. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class action settlements while serving as lead class counsel in recent years, including but not limited to a $1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a $4.1 million wage and hour class action settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34-2016-00190252 (Sacramento Cty. Super Ct.)); a $1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249

(Ventura Cty. Super. Ct.)), a $1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a $1.3 million wage and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a $1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.), a $1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a $7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a $2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.,* Case No. LS029737 (Los Angeles Cty. Super. Ct.));.a $2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a $1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a $1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a $2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a $2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); $1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a $1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a $1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a $1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a $1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a $1.19 million dollar wage and hour class action settlement in 2024 in

Herrera v. Signature Flight Support LLC, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a $2.65 million wage and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.) and a $1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct).

37. Based upon the qualifications and experience set forth above, the following hourly rates are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner $850/hour, Jamie Serb $750/hour, and Nikki Trenner $700/hour, Kiara Bramasco $650/hour, and Branden Hamilton, $600/hour.

38. Plaintiff requests the Court apply the above hourly billing rates in this case, as these rates are reasonable in the California legal market for attorneys handling wage and hour class actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level attorneys with experience comparable to mine and to that of my colleagues. These rates have range from $650 to $850 per hour for calendar years 2017-2023. Some examples include attorney Sean Setareh of Setarah Law Group, with approximately 25 years of experience $1,125/hour in 2023; Matthew Matern of Matern Law Group in Los Angeles, with approximately 26 years of experience $850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with approximately 25 years of experience $850/hour (2021), Michael Malk of Malk APC in Los Angeles, with approximately 16 years of experience $650/hour (2018), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both $825/hour (2018), Jason Ehrlich of McCormack & Ehrlich LLP in San Francisco, with approximately 17 years of experience $750/hour (2017), and James Kawahito of Kawahito Law Group in Los Angeles, with approximately 16 years of experience $750/hour (2020).

39. The requested rates also comport with the adjusted Laffey Matrix, which provides that a reasonable rate for an attorney with 10+ years of experience, such as myself, Mr. Crosner

and Ms. Serb, is over $800. The adjusted Laffey Matrix is at http://www.laffeymatrix.com/see.html. Similarly, the December 8, 2008 article, "Billable Hours Aren't the Only Game in Town Anymore," NATIONAL LAW JOURNAL, which set forth the following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-hour class actions: Partners: $475-$795; Associates: 1st Year - $275, 2nd Year - $310, 3rd Year - $335, 4th Year - $365, 5th Year - $390, 6th Year - $415, 7th Year - $435, 8th Year - $455.36

40. After the analysis above, Crosner Legal's lodestar is $135,385.00, based on 184.7 attorney hours spent litigating this case over the past two years through the filing of this motion. Further, we will almost certainly spend additional time addressing settlement administration matters, responding to class member questions, etc.

41. As noted, Crosner Legal has represented Plaintiff for some three years with respect to this matter and has expended a significant amount of time and resources in that representation. We agreed to litigate this case on a purely contingent basis and assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with these cases in general. Under all relevant factors (as outlined herein and in the accompanying memorandum), Plaintiff respectfully requests the Court award her counsel the requested fees of $105,000 based on the common fund theory with a corresponding lodestar cross-check with no modifier.

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

43. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. Attorneys at my firm have been involved in a number of cases where plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with no return. For example, in a matter alleging misclassification on behalf of a putative class of assistant managers at major restaurant chain, after three years of exceptionally adversarial litigation and the investment of over 1,000 hours of attorney time and over $100,000 in costs, the

trial court denied plaintiffs' motion for class certification. In another misclassification case on behalf of assistant managers at large restaurant chain, the parties reached a settlement after three years of litigation, secured preliminary approval and completed the notice process to the settlement class, only to have the defendant file for bankruptcy a few days before the final approval hearing. Lastly, in a matter against a large regional bank seeking expense reimbursement of behalf of outside salespersons, after more than a year of combative litigation and shortly before plaintiff's class certification motion was due, the defendant was taken over by federal regulators. In each of these instances the plaintiff's firm received nothing despite the investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

44. Crosner Legal's litigation costs and expenses are capped at $25,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	$3,262.85
Mediation Fees	$9,950.00
Expert Fees	$8,677.50
BelAir West Notice	$288.61
Postage/Overnight/Fax	$226.56
PAGA Filing Fee	$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	**$22,480.52**

45. All of these costs were necessary to the successful prosecution of the action, are reasonable in amount, and I respectfully request they be reimbursed in full.

46. For all the foregoing reasons, I respectfully request that the Court approve the settlement in all particulars.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7th day of July 2025, at San Diego, California.

Declarant

EXHIBIT
1

EXHIBIT
2

Stephany Cluck vs. Childhelp, Inc.
(Riverside Superior court Case No. CVRI2202276)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	4.3	0.0	0.0	7.6	2.1
Pleadings and Law and Motion	3.5	0.0	3.1	6.5	0.0
Discovery and Post-Filing Investigation	5.6	0.0	46.8	0.0	0.0
Court Appearances	0.0	0.0	7.3	0.0	0.0
Case Management; Litigation Strategy & Analysis	5.2	40.7	20.2	0.0	0.0
Mediation and Settlement	4.7	10.9	16.2	0.0	0.0
Total Hours	23.3	51.6	93.6	14.1	2.1
Hourly Rate	$800	$750	$700	$650	$600
Lodestar	**$18,640**	**$38,700.00**	**$67,620.00**	**$9,165**	**$1,260**

Total Hours: **184.7**
Total Lodestar: **$135,385**