

JAMIE SERB (SBN 289601)
jamie@crosnerlegal.com
NIKKI TRENNER (SBN 316007)
nikki@crosnerlegal.com
ZACHARY M. CROSNER (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff CHRISTIAN SOLIS,
AKILA DAVENPORT, and PEARL PALACIOS
[Additional Counsel on Next Page]

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

CHRISTIAN SOLIS, RENE A. SORTO,
AKILA DAVENPORT, PEARL
PALACIOS, CHRISTIAN FERNANDEZ,
and RYAN CROWE, as individuals and on
behalf of all others similarly situated,

Plaintiffs,

v.

WORLDWIDE FLIGHT SERVICES,
INC., a Delaware corporation; and DOES
1-100, inclusive,

Defendants.

Case No.: 22STCV04332

Assigned for All Purposes to:
Hon. Timothy Patrick Dillon
Dept. SSC-15

**DECLARATION OF NIKKI TRENNER IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS**

Date: September 10, 2026
Time: 10:00 a.m.
Dept.: SSC-15

1 MICHAEL NOURMAND (SBN 198439)
2 JAMES A. DE SARIO (SBN 262552)
3 THE NOURMAND LAW FIRM, APC
4 8822 West Olympic Boulevard
5 Beverly Hills, California 90211
6 Telephone: (310) 553-3600
7 Facsimile: (310) 553-3603

8 Attorneys for Plaintiff RENE A. SORTO

9 ZORIK MOORADIAN (SBN 136636)
10 HAIK HACOPIAN (SBN 282361)
11 MOORADIAN LAW, APC
12 24007 Ventura Blvd., Suite 210
13 Calabasas, CA 91302
14 Telephone: (818) 487-1998
15 Facsimile: (888) 783-1030

16 Attorneys for Plaintiff CHRISTIAN FERNANDEZ

17 JOSEPH LAVI (SBN 209776)
18 VINCENT C. GRANBERRY (SBN 276483)
19 CASSANDRA A. CASTRO (SBN 334238)
20 COLBY A. MEAGLE (SBN 328594)
21 LAVI & EBRAHIMIAN, LLP
22 8889 W. Olympic Boulevard, Suite 200
23 Beverly Hills, California 90211
24 Telephone: (310) 432-0000
25 Facsimile: (310) 432-0001

26 Attorneys for Plaintiff RYAN CROWE
27
28

1 I, Nikki Trenner, declare as follows:

2 1. I am an attorney duly licensed to practice in California and before this Court, and I
3 am a Partner with Crosner Legal, P.C., counsel of record for Plaintiffs in the above-captioned
4 matter. If called to testify as to the facts within, I would and could competently do so.

5 **BACKGROUND/LITIGATION HISTORY**

6 2. Defendant Worldwide Flight Services, Inc. (“Worldwide”) is a global organization
7 that provides airline cargo and passenger ramp and baggage handling services, including multiple
8 locations in California, including Los Angeles, San Diego, Sacramento, Fresno, and Stockton.
9 Plaintiffs were all employed by Defendants as non-exempt employees at various of Defendants’
10 California locations during the Class Period.

11 3. On February 3, 2022, Plaintiff Solis filed the instant class action lawsuit against
12 Worldwide alleging causes of action for unpaid minimum and overtime wages, failure to provide
13 meal and rest breaks, wage statement violations, waiting time penalties, unreimbursed business
14 expenses, and unfair competition. On October 3, 2022, after notice to the LWDA and Defendant,
15 and exhausting administrative remedies, Solis filed a First Amended Complaint adding a PAGA
16 cause of action.

17 3. On August 16, 2023, Plaintiff Sorto filed a class action lawsuit in Los Angeles (Case
18 No. 23STCV19656), alleging causes of action for failure to pay overtime wages, failure to pay sick
19 leave, failure to provide meal and rest periods, waiting time penalties, failure to provide accurate
20 wage statements, and unfair competition. Worldwide then removed Sorto’s class case to federal
21 court, before later remanding the case back to state court. On October 24, 2023, after notice to the
22 LWDA and Defendant, and exhausting administrative remedies, Sorto filed a separate lawsuit in
23 Los Angeles (Case No. 23STCV26018) alleging a single cause of action under PAGA.

24 5. On September 9, 2024, Plaintiffs Davenport and Palacios filed a class action lawsuit
25 in Los Angeles County (Case No. 24STCV23213), alleging causes of action for failure to pay
26 overtime wages, failure to pay sick leave, failure to provide meal and rest periods, waiting time
27 penalties, failure to provide accurate wage statements, and unfair competition. On May 10, 2024,
28 Davenport and Palacios provided PAGA notices to the LWDA, and Worldwide removed the case

1 to federal court on December 2, 2024, where it remains pending.

2 6. On September 25, 2023, Plaintiff Fernandez filed a class action complaint against
3 Defendant in Los Angeles Superior Court (Case No. 23STCV23197), alleging various wage and
4 hour claims. Defendant subsequently removed the matter to the United States District Court for the
5 Central District of California, Case No. 2:23-cv-10435-DSF (JPRx).

6 7. On November 21, 2023, Plaintiff Ryan Crowe commenced his action by filing a
7 Complaint alleging causes of action against Defendant for 1. Failure to Authorize or Permit Rest
8 Periods in Violation of Labor Code §§ 226.7; 2. Failure to Provide Complete and Accurate Wage
9 Statements in Violation of Labor Code §§ 226; 3. Failure to Timely Pay All Earned Wages and
10 Final Paychecks Due at Time of Separation of Employment in Violation of Labor Code §§201,
11 §§202, and §§203; and 4. Violation of Business and Professions Code §§ 17200, et seq., filed in
12 the Los Angeles Superior Court, Case No. 23STCV28645 (“Crowe Class Action”). On January 26,
13 2024, Plaintiff Crowe filed a PAGA-only action alleging additional causes of action against
14 Defendant for enforcement of Labor Code section 2698 et seq., filed in Los Angeles County under
15 case number 24STCV02184 (“Crowe PAGA Action”).

16 8. Prior to the mediation, Defendants provided Plaintiffs with extensive informal
17 discovery, including Plaintiffs’ personnel, time, and payroll records, time records and payroll
18 records for the entire population of Settlement Class Members, wage statement exemplars,
19 Defendants’ employee handbooks, including policies and procedures regarding the payment of
20 wages, the provision of meal and rest breaks, timekeeping policies (including recording hours),
21 issuance of wage statements, and termination wages, as well as information regarding the number
22 of putative Settlement Class Members who are current and former employees, sample arbitration
23 agreements, the number of PAGA Aggrieved Employees, the number of workweeks throughout
24 the Class Period, and the number of pay periods throughout the PAGA Period. From this
25 information, Plaintiffs were able to analyze Defendants’ liability for the claims asserted in this case
26 and, with the assistance of Plaintiffs’ experts at Berger Consulting Group, the potential exposure
27 and damages.

28 9. In April 2024, the Parties to the above cases participated in a global mediation with

1 Dan Turner, Esq., a respected wage and hour class action mediator. The mediation lasted a full day
2 and, while the Parties did not settle at the mediation, they continued to negotiate with the mediator's
3 assistance and, following a second mediation in June 2025, ultimately reached agreement on all
4 major issues to resolve the matters on a global basis.

5 **TERMS OF THE PROPOSED SETTLEMENT**

6 10. Under the settlement, Worldwide will pay the Gross Settlement Amount of
7 \$5,115,000 into a common fund. Reasonable attorney's fees of up to \$1,705,000 (1/3 of the GSA),
8 litigation costs of up to \$50,000 (only \$44,019.44 is requested), modest enhancement awards to
9 Plaintiffs of up to \$5,000 each, settlement administration costs of \$25,995, and \$100,000 for civil
10 penalties under PAGA (of which 75%, or \$75,000, will go to the Labor & Workforce Development
11 Agency, and 25%, or \$25,000 will go to the PAGA Members) all will be paid from the Gross
12 Settlement Amount. The remainder of approximately \$3,209,985 will be allocated among the
13 Participating Class Members based on their total weeks worked during the Class Period. No portion
14 of the Gross Settlement Amount will revert to TEC.

15 11. This is a cash settlement that does not require Participating Class Members to submit
16 a claim form to receive their settlement share. Participating Class Members will receive their
17 settlement checks automatically via First Class U.S. Mail. Twenty percent of each settlement share
18 will be allocated to wages, and the remaining eighty percent will be allocated to expenses
19 reimbursement, penalties, and interest. Worldwide will pay any and all applicable employer-side
20 payroll taxes separately and in addition to the Gross Settlement Amount. Subject to the Court's
21 approval, any amounts not claimed (because a class member does not cash his or her settlement
22 check) will be forwarded to the State Controller's Unclaimed Property Fund.

23 12. Each Participating Class Member will receive a share of the Net Settlement Amount
24 based on his or her total weeks worked for Worldwide during the Class Period while employed in
25 a non-exempt position. Thus, each Class Member's Individual Settlement Payment will be
26 calculated using criteria typically used in determining appropriate amounts of alleged unpaid wages
27 and potential statutory penalties under applicable law. These methods are intended to ensure each
28 Class Member receives a portion of the available settlement funds corresponding to the relative

1 value of his or her potential claims.

2 13. All Participating Class Members will release Worldwide from all claims alleged in
3 the operative complaint, or that could have been brought based on the factual allegations in the
4 operative complaint during the Class Period. Plaintiff and the LWDA will release those PAGA
5 claims alleged in the PAGA notice to the extent alleged in the operative complaint. The Class and
6 PAGA releases are limited to the claims that were actually pleaded or could have been pleaded
7 based on the alleged facts in the operative complaint, and the PAGA notice for the PAGA claims.

8 14. As noted, the Parties allocated \$100,000 from the GSA to resolution of Plaintiff's
9 alleged claims for PAGA civil penalties, and Plaintiff submits that amount is fair, reasonable, and
10 adequate, and furthers PAGA's underlying purposes. As required by Labor Code section
11 2699(l)(2), my office gave notice of the settlement and the final approval hearing to the LWDA via
12 its online portal. A true and correct copy of the LWDA's acknowledgement of receipt is attached
13 hereto as Exhibit 1.

14 **The Proposed Settlement Merits Final Approval, Meets the Kullar Factors and is**
15 **within the Range of Reasonableness**

16 15. Prior to mediation, the parties engaged in formal and informal discovery to facilitate
17 settlement discussions. Thus, Plaintiff reviewed documents and information regarding Kruger's
18 payroll practices, a random sampling of pay stubs and time records for sampling of class members,
19 applicable compensation plans, documents related to implementing the AWS, etc., and information
20 from Defendant regarding class size and breakdown, work weeks/pay periods, rates of pay, and
21 other relevant information. Plaintiff then had that information analyzed by a consulting expert to
22 assist in determining potential violation rates and other data used to formulate a damages model.
23 Plaintiff's counsel is confident they obtained sufficient information to understand the law and facts
24 of this case and make an informed decision regarding the proposed settlement and whether it is fair
25 and reasonable.

26 16. First, Plaintiffs assert Defendants' failed to pay for all hours worked, and allege
27 WFS fails to relieve employees of all duties during meal periods because it requires employees to
28

1 remain on premises and perform work-related tasks during meal periods. Plaintiffs allege this resulted
2 in unpaid “off the clock” work and estimated they lost about one hour of compensable work time
3 each week. In response, WFS argued its timekeeping and payroll policies accurately tracked and
4 paid for all hours worked by the Settlement Class Members, and that its policies strictly forbade
5 any off-the-clock work. Thus, per Defendants, if any off-the-clock work occurred, it was done in
6 violation of company policy and without the company’s knowledge or authorization. For these
7 reasons as well, WFS argued that class certification would be impossible due to the individualized
8 inquiries that would be needed to determine if off-the-clock work occurred and the reasons therefor.
9 Without considering any of Defendants’ defenses to certification or on the merits, Plaintiff’s expert
10 estimated Defendants’ maximum exposure for this claim as about \$5,816,500 on the off-the-clock
11 claim.

12 17. Plaintiffs and the Class Members also were paid non-discretionary bonuses and shift
13 differentials, which payments they claim were not incorporated into the regular rate for purposes
14 of calculating overtime, sick leave pay and meal period premiums. For example, Solis received
15 holiday pay and shift bonuses of \$0.25 - \$0.50 per hour for working certain shifts, but these amounts
16 were not taken into account when compensating him for overtime, sick pay, and meal period
17 premiums. Instead, Plaintiffs allege Defendant paid overtime, sick leave, and meal period premium
18 payments to all employees at their base hourly rates. Failure to correctly calculate the regular rate
19 of pay for such payments led to an underpayment of over **\$2.4 million** in wages to employees.

20 18. Plaintiffs next contend Defendants failed to provide legally compliant meal and rest
21 breaks. Specifically, as discussed above, Plaintiffs contend Defendants contend Defendant
22 regularly required employees to perform while purportedly clocking out on meal breaks. Beyond
23 that, Plaintiffs further allege their experts’ review of the time and payroll data suggests substantial
24 “de facto” violations for lunch breaks that were taken late, cut short or interrupted by work, or not
25 provided at all. Plaintiffs’ experts’ review of the sample records suggested (1) 10% of shifts had late
26 first meal periods and 14% had completely missed first meal periods; and (2) 67% of shifts over 12
27 hours had completely missed second meal periods; and (3) Defendant did not pay meal period
28 premiums to employees prior to 2023. Plaintiffs contend that the volume of work Defendants

1 imposed and inadequate staffing resulted in these “de facto” meal period violations. Plaintiffs
2 similarly allege that ten-minute rest periods either were not provided or were non-compliant and
3 cut short or interrupted.

4 19. Defendant denies Plaintiffs’ contentions, and argued it made meal and rest breaks
5 available to Settlement Class Members in compliance with California law and its fully compliant
6 meal and rest break policies. WFS contended Class Members were provided with all required
7 breaks, or that it paid appropriate meal period premiums on the rare occasions a violation did occur,
8 as reflected in its time/payroll records. The payroll data produced by Defendants confirms that
9 Defendants paid a substantial amount of meal period premiums. Defendants further argued
10 Plaintiffs’ meal and rest break claims are not susceptible to common proof, as the claims would
11 require individualized inquiry, including whether there was an unlawful companywide policy,
12 whether employees had the opportunity to take meal and rest periods, whether they voluntarily
13 chose to forego their meal and rest periods, and whether Defendants ever prevented them from
14 taking meal and rest periods. Accordingly, Defendants contend these claims are vulnerable to a
15 ruling that class treatment is not appropriate. Without taking into consideration any of Defendants’
16 defenses to certification or on the merits, Plaintiffs calculated Defendants’ maximum exposure for
17 the meal and rest break claims as approximately \$10,492,880 for the meal break claims and the rest
18 break claims at about \$27,863,510.

19 20. Plaintiffs also contend WFS failed to reimburse Plaintiffs and the other Class
20 Members for their business expenses, including personal cellular phone bills incurred due to use of
21 the employees’ cell phones for communications. On a daily basis, the Plaintiffs claim they would
22 be called or texted by their supervisors while working, inquiring as to what they were doing, when
23 they would be back from breaks, and requesting they complete additional and/or other tasks; and
24 multiple times per week, the Plaintiffs would be contacted on their cell phones for work-related
25 purposes outside of work hours. Per Plaintiffs, they received no reimbursement for using the
26 personal phones. In response, WFS argued that use of personal phones while working was
27 prohibited, and to the extent Class Members used their own phones for any work purposes, it was
28 purely for personal convenience and not necessary for performing their job duties. For this reason,

1 WFS argued it owed no reimbursement under Labor Code § 2802.

2 21. On the alleged violations of Labor Code section 226 (wage statement violations)
3 and sections 201-203 (waiting time penalties), Defendants argued their wage statements complied
4 with Section 226 and provided all required information. As far as the derivative claims, they will
5 rise or fall along with the primary unpaid wage claims, in addition to being subject to “good faith”
6 and other defenses available to Defendants. Without taking into consideration any of Defendant’s
7 defenses to certification or on the merits, we calculated Defendants’ maximum exposure for wage
8 statement penalties as \$9,260,400 and the maximum exposure for waiting time penalties at about
9 \$21,024,000.

10 22. As far as potential PAGA liability, the theoretical civil penalties likely exceed \$71
11 million should Plaintiffs prevail on all claims and establish violations of the multiple Labor Code
12 sections at issue, and recover the maximum penalty for every single pay period at issue. As with
13 the class claims, Plaintiffs discounted the potential PAGA penalties based on Defendants’ various
14 defenses on the merits and also accounted for the Court’s wide discretion to reduce such penalties,
15 or to decline to award penalties at all. Accordingly, the Parties allocated \$100,000 to PAGA
16 penalties. Plaintiffs submit this amount is reasonable under the circumstances and in line with
17 comparable settlements in other wage and hour class actions in California. Additionally, the LWDA
18 has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh
19 in as necessary.

20 23. Thus, Plaintiffs and all counsel discounted the value of the class claims consistent
21 with the risks discussed above, as well as the potential applicability of arbitration agreements
22 signed by many Settlement Class Members. We carefully weighed the likelihood of the class
23 receiving substantially greater benefit if the litigation continued, and concluded – in light of these
24 very real and substantial risks – settlement on the proposed terms and without prolonged and costly
25 litigation was in the best interests of the class. The overall \$5,115,000 recovery represents a
26 significant percentage of Defendants’ potential exposure and, given Defendants’ multi-layered
27 defenses and all other potential risks of continued litigation, a total recovery for the class of
28 \$5,115,000, which will result in average award of some \$826 per class member, plus additional

1 sums under PAGA, is a significant result well within the range of reasonableness considering all
2 potential outcomes, and it will provide direct monetary awards to all Settlement Class Members
3 without further delay.

4 **SETTLEMENT ADMINISTRATION COSTS**

5 24. The settlement provides for a payment to Phoenix for its services as the Settlement
6 Administrator. As set forth in the Declaration of Kevin Lee, Phoenix performed and will continue
7 to perform its required duties through final distribution of the settlement funds and incurred
8 \$25,995 in fees and expenses. Plaintiffs accordingly request the Court approve payment of \$25,995
9 to Phoenix from the GSA.

10 **PLAINTIFFS' ENHANCEMENT AWARDS**

11 25. Pursuant to the terms of the settlement, Plaintiffs seek modest incentive awards of
12 \$5,000 each for their service in bringing these claims on behalf of the Class. These requests are
13 reasonable given the risks they undertook on behalf of the Class Members, and by contacting and
14 retaining counsel to pursue these claims, Plaintiffs helped make this settlement possible for the
15 absent Class Members, while shouldering the risk of being liable for Defendants' litigation costs.
16 Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit
17 (discoverable even through a simple Google search) for the benefit of other employees, placing
18 them at risk of discrimination by future prospective employers. As set forth in more detail in their
19 respective declarations filed with the preliminary approval motion, among taking many other
20 actions assisting in the successful litigation of this case, Plaintiffs provided substantial factual
21 information and documents to counsel, attended numerous meetings/phone conferences with
22 counsel to discuss the case, and kept abreast of all significant developments. Accordingly, the
23 requested enhancement payments to the Plaintiffs are appropriate and justified as part of the
24 settlement.

25 **THE REQUESTED ATTORNEY'S FEES AND COSTS ARE REASONABLE AND** 26 **SHOULD BE APPROVED**

27 26. Per the terms of the settlement, up to 1/3 of the gross amount is allocated to payment
28 of reasonable attorney's fees, or \$1,705,000.00. Here, the parties did not negotiate the inclusion

1 of attorney's fees until after extensive arms-length bargaining regarding relief to the Class
2 was completed. The requested fee and cost award was a product of these arms-length
3 negotiations and fairly reflects the marketplace value of the services rendered by Class Counsel
4 in this case for the reasons addressed herein.

5 27. I graduated from Trinity Law School in 2017 and joined Mara Law Firm, PC
6 (formerly The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal in
7 2020 and am currently employed as a senior associate in the wage and hour department. I have
8 solely handled wage and hour class actions and PAGA lawsuits for six (6) years. I routinely write
9 and oppose motions, draft complaints, appear before the Court at law and motion and settlement
10 hearings, engage in the discovery process, including drafting Belaire-West notices and meet-and-
11 confer letters. I have obtained class certification in the following matters: *Hernandez v. Aviation*
12 *Port Services, LLC*, Kern County Superior Court Case No. BCV-18-100141.

13 28. I have also assisted in obtaining millions of dollars for employees in the following
14 court-approved class action and/or representative PAGA settlements: *Michael Campbell, et al. v.*
15 *Symons Emergency Specialties, Inc.*, San Bernardino County Superior Court Case No.
16 CIVDS1903158; *Amber Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior Court Case
17 No. 20STCV44190; *Michael Elridge v. LA Downtown Medical Center, LLC, et al.*, Los Angeles
18 County Superior Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra Aluminum*
19 *Company, et al.*, San Bernardino County Superior Court Case No. CIVDS2010856; *Elaine Moyal*
20 *v. Cabinets To Go, LLC*, Los Angeles County Superior Court Case No. 20STCV32477; *Genevieve*
21 *Rangel v. Bassett Direct NC, LLC*, Orange County Superior Court Case No. 30-2018-01040101-
22 CU-OE-CXC; *Jacob Buys v. Sizewise Rentals, Inc., et al.*, Sacramento County Superior Court Case
23 No. 34-2018-00225848-CU-OE-GDS; *Alejandro Valencia v. VM Tree Service, Inc., et al.*,
24 Riverside County Superior Court Case No. RIC1819395; *Joshua Rael v. Intercontinental Hotels*
25 *Group Resources, Inc.*, Los Angeles County Superior Court Case No. 19STCV16010; *Angel*
26 *Cervantez v. Valley Pallet, Inc.*, Sacramento County Superior Court Case No. 34-2018-00234334-
27 CU-OE-GDS; *Tonja Edwards-Bloodsaw v. Sandburst Convalescent Group, LTD, et al.*, Los
28 Angeles Superior Court Case No. 19STCV15797; *Moriah Holtegaard, et al. v. Howroyd-Wright*

1 *Employment Agency, Inc. dba AppleOne Corporation Services, et al.*, Central District Court of
2 California, Eastern Division, Case No. 5:20-cv-00509 JGB (KKx); *Jade Findley, et al. v. Avenue5*
3 *Residential, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV34633; *Keivan*
4 *Keyhanzad v. Ryan Cars, LLC dba Pomona Kia, et al.*, Riverside County Superior Court Case No.
5 RIC1905276; *Luis Bolanos v. FSC Corporation dba Il Pastaio Restaurant, et al.*, Los Angeles
6 County Superior Court Case No. BC722758; *Loretta Cannon v. Pasadena Hospital Association,*
7 *LTD dba Huntington Hospital*, Los Angeles County Superior Court Case No. 19STCV14554;
8 *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al.*, Kern County Superior Court Case No. BCV-
9 20-101593; and *Jesse McCauley v. Mullahey Ford, Inc., et al.*, San Luis Obispo County Superior
10 Court Case No. 21CV0001.

11 29. Zach Crosner is a 2010 graduate of the University of San Diego School of Law, and
12 has some 14 years of experience as a practicing attorney, all of which have focused on litigation of
13 employment, labor law, consumer, and class action claims. Following graduation, he immediately
14 began working for a nationally recognized plaintiff's complex litigation firm, CaseyGerry, where
15 he had the fortune of working directly with past presidents of the consumer attorneys and recipients
16 of trial attorneys of the year awards. He also worked for former CAALA and CLAY trial attorney
17 of the year recipient, attorney Conal Doyle, as his sole associate attorney. During his tenure at these
18 firms, he focused on advocating for the rights of consumers and employees in class action litigation,
19 civil rights and employment litigation, catastrophic injuries, insurance bad faith and appellate
20 litigation.

21 30. In 2013, Mr. Crosner founded the law firm of Crosner Legal, P.C., which since its
22 inception has focused almost exclusively on wage and hour class actions and other labor and
23 employment law cases representing plaintiffs. Currently, over ninety percent (90%) of his practice
24 is dedicated exclusively to the prosecution of wage and hour class actions, and Crosner Legal is
25 currently responsible as lead counsel or co-lead counsel for prosecuting well over fifty (50) wage
26 and hour class actions and/or PAGA representative actions in both federal and state courts
27 throughout California.

28 31. Mr. Crosner currently is an executive board member of the Wage and Hour

1 Committee and the Legislative Committee for the California Employment Lawyers Association; a
2 member of the Grassroots Advocacy Team for the National Employment Lawyers Association;
3 Wage and Hour Committee member and Class Action Committee member for the National Trial
4 Lawyers; a member of the American Association for Justice; and member of the Pound Civil Justice
5 Institute. He was selected for 2018-23 by Super Lawyers as a “Southern California Rising Star” for
6 employment and labor law.

7 32. Jamie Serb is a partner with Crosner Legal and head of the firm’s Wage & Hour
8 practice group. She graduated from the University of California, San Diego in 2004 and graduated
9 from California Western School of Law in 2013, and has been a member of the California Bar since
10 2013. She gained extensive experience in wage and hour litigation, beginning work as a class action
11 attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley
12 Law Firm, APLC). She has handled wage and hour class actions and PAGA lawsuits for over 10
13 years and has assisted in obtaining millions of dollars for employees during her years of practice.

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

20 34. Kiara Bramasco received her undergraduate degree, magna cum laude, from Loyola
21 Marymount University in Political Science, and then received her JD from Loyola Law School in
22 2018. She then spent several years with well-known plaintiff’s firm Moss Bollinger, first as a law
23 clerk and then as an associate, where her practice focused on employment law, particularly wage
24 and hour class action and PAGA litigation. She joined Crosner Legal in 2021 and is head of the
25 Firm’s Pre-Litigation Department.

26 35. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a 1995
27 graduate *cum laude* of the University of San Diego School of Law, where he was selected to the
28 Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate with Ross

1 Dixon & Bell, LLP (now Troutman Pepper Locke LLP), in Orange County, California, where his
2 practice focused on complex business, employment, and insurance coverage disputes. In 2003, he
3 became associated with Dostart Clapp & Coveney, LLP, then one of the premier plaintiffs' wage
4 and hour class action firms in California. In 2008, he founded the Law Offices of J. Kirk Donnelly,
5 APC and, in January 2019, also became Of Counsel to Crosner Legal, P.C. Since 2003, his practice
6 has focused on representing plaintiffs in wage and hour and consumer law matters, including both
7 class actions and individual matters. He has served as class/lead counsel in over 50 wage and hour
8 class and PAGA actions.

9 36. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
10 action settlements while serving as lead class counsel in recent years, including but not limited to
11 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
12 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
13 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
14 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
15 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a
16 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
17 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
18 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160
19 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham*
20 *Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million
21 wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-
22 CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in
23 *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super
24 Ct.); a \$2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills*
25 *Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage
26 and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No.
27 CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action
28 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.

1 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply*
2 *Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million wage and
3 hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
4 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement
5 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.
6 Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*
7 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million wage and
8 hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No.
9 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action settlement
10 in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3
11 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No.
12 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class settlement
13 in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a \$1.19
14 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support*
15 *LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage and hour class
16 action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072
17 (San Bernardino Cty. Super Ct.); a \$1 million wage and hour class action settlement in 2025 in
18 *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct); a \$1.2 million
19 PAGA-only settlement in 2025 in *Denault v. Lewis Management Corp.*, Case No. CIVSB2107487
20 (San Bernardino Cty. Super. Ct.); a \$3.9 million wage and hour class action settlement in 2025 in
21 *Bolanos et al. v. Newport Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super.
22 Ct.); and a \$5,093,537.50 wage and hour class action settlement in 2025 in *Deaver, et al. v Blue*
23 *Diamond Growers*, Case No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.). a
24 \$5,600,000 wage and hour class action settlement in 2025 in *Goodwin et al. v Save Mart*, Case No.
25 STK-CV-UOE-2023-0002062 (San Joaquin Cty. Super. Ct.); a \$1,300,000 wage and hour class
26 action settlement in 2025 in *Perez v Qantas Airways Ltd*, Case No. 23STCV18974 (Los Angeles
27 Cty. Super. Ct.); a \$1,650,000 wage and hour class action settlement in 2025 in *Williams et al v.*
28 *Bluetriton Brands* Case No. CIVSB2325920 (San Bernardino Cty. Super. Ct.); a \$2,038,000 PAGA

1 settlement in 2026 in *Zermeno, et al. v Remington Lodging, et al.*, Case No. RG20069869 (Alameda
2 Cty. Super. Ct.); and a \$1,500,000 wage and hour class action settlement in 2026 in *Ngo, et al. v*
3 *Lazer Spot, Inc.*, Case No. CIVSB2228377 (San Bernardino Cty. Super. Ct.).

4 37. Based upon the qualifications and experience set forth above, I believe the following
5 hourly rates are reasonable: Zach Crosner \$900, Jamie Serb and Nikki Trenner \$850, Branden
6 Hamilton and Kiara Bramasco \$650, J. Kirk Donnelly \$1000.

7 38. I request the Court apply the above hourly billing rates in this case, as it is reasonable
8 in the California legal market for attorneys handling wage and hour class and PAGA actions. I
9 have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour
10 class action firms in the Bay Area, Los Angeles, and San Diego markets, for partner-level attorneys
11 with experience comparable to mine. These rates have ranged from \$650 to \$850 per hour for
12 calendar years 2017-2023. Some examples include attorney Matthew Matern of Matern Law Group
13 in Los Angeles, with approximately 26 years of experience \$850/hour (2018); Craig Ackermann of
14 Ackermann & Tilajef, PC with approximately 25 years of experience \$850/hour (2021), Michael
15 Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of
16 experience respectively, both \$825/hour (2018), Zachary Crosner of Crosner Legal PC, 14 years of
17 experience \$800/hour (2023), and James Kawahito of Kawahito Law Group in Los Angeles, with
18 approximately 16 years of experience \$750/hour (2020).

19 39. The requested rates also comport with the adjusted Laffey Matrix, which provides
20 that reasonable hourly rates for attorneys with 10+ years of experience, such as Mr. Crosner, Ms.
21 Serb and myself, are well over \$800, and rates for attorneys with 20+ years of experience such as
22 Mr. Donnelly are well over \$1000 hour. The adjusted Laffey Matrix may be found at
23 <http://www.laffeymatrix.com/see.html>.

24 40. After the analysis above, Crosner Legal's lodestar is \$310,180, based on 374.9
25 attorney hours spent litigating this case through the filing of this motion. Attached hereto as **Exhibit**
26 **2** is a true and correct summary of Crosner Legal's work performed and time expended on this
27 matter. When combined with the lodestars for our co-counsel, the total aggregate lodestar is
28 \$722,380. Further, all counsel will almost certainly spend additional time addressing settlement

1 administration matters, responding to class member questions, submitting the compliance report,
2 etc.

3 41. As noted, Crosner Legal and co-counsel have represented Plaintiffs for
4 approximately four years with respect to this matter and have expended a significant amount of
5 time and resources in that representation. The firms agreed to litigate this case on a purely
6 contingent basis and in so doing assumed considerable risk of non-payment for their respective fees
7 and costs, as discussed above, and as is the case with these cases in general. Under all relevant
8 factors (as outlined herein and in the accompanying memorandum), Plaintiffs respectfully request
9 the Court award their counsel the requested fees of \$1,705,000.00 based on the common fund theory
10 with a corresponding lodestar cross-check and a reasonable upward modifier of 2.36. Class Counsel
11 will share in any fees awarded as follows: Crosner Legal 70%, Nourmand Law Firm 15%,
12 Mooradian Law 10%, and Lavi & Ebrahimian 5%. All plaintiffs have been informed of the
13 proposed fee split and consented thereto in writing.

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

18 43. Crosner Legal assumes a great deal of contingent risk in every wage and hour class
19 action it undertakes. Our attorneys have been involved in a number of cases where plaintiffs and
20 their counsel invested hundreds of hours of time and tens of thousands in costs with no return. For
21 example, in a matter alleging misclassification on behalf of a putative class of assistant managers
22 at a major restaurant chain, after three years of exceptionally adversarial litigation and the
23 investment of over 1,000 hours of attorney time and over \$100,000 in costs, the trial court denied
24 plaintiffs' motion for class certification. In another misclassification case on behalf of assistant
25 managers at a large restaurant chain, the parties reached a settlement after three years of litigation,
26 secured preliminary approval and completed the notice process to the settlement class, only to have
27 the defendant file for bankruptcy a few days before the final approval hearing. In a matter against
28 a large flood remediation company on behalf of its non-exempt employees, the Parties likewise

mediated and settled the matter, secured preliminary and final approval, and the Defendant also went out of business before funding the settlement. In another matter against a large regional bank seeking expense reimbursement on 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, my firm received nothing despite the investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

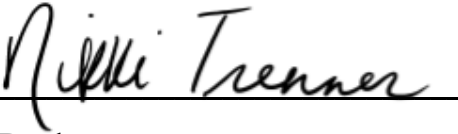
44. Reimbursement for litigation costs and expenses for all firms is capped at \$50,000 under the terms of the Settlement Agreement. A true and correct itemization of the costs and expenses incurred by Crosner Legal is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service/Chamber's Copies	\$3,254.34
Mediation Fees	\$7,125.00
Expert Witness Fees	\$15,840.00
Case Anywhere Charges	\$1,939.00
Postage/Overnight/Fax	\$49.74
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$28,263.28

45. These costs and expenses are reasonable in amount and were necessary to the successful resolution of the case. When combined with the total costs requested by co-counsel, the aggregate costs are \$44,019.44. I respectfully request the Court approve payment of \$44,019.44 in litigation costs and expenses to Class Counsel, including \$28,263.28 to Crosner Legal.

46. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval to the settlement.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on August 18, 2026, at Los Angeles, California.

3
4 

5 Declarant
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1

Exhibit 2

Christian Solis, et al. v. Worldwide Flight Services, Inc.
Crosner Legal Time Report

Tasks	Jamie K. Serb	Nikki Trenner	Michael Jones	Branden Hamilton	Kiara Bramasco	Zach Crosner	Kirk Donnelly
Pre-filing Case Investigation	0.0	0.0	0.0	9.4	5.7	3.1	0.0
Pleadings and Law and Motion	0.0	3.9	0.0	17.2	1.9	4.4	17.8
Discovery and Post-Filing Investigation	8.0	12.2	5.2	0.0	0.0	1.5	0.0
Court Appearances	0.0	0.0	2.7	0.0	0.0	0.0	1.0
Case Management; Litigation Strategy & Analysis	186.3	6.4	5.8	0.0	0.0	18.6	2.5
Mediation and Settlement	13.1	40.8	0.0	0.0	0.0	7.4	0.0
Total Hours	207.4	63.3	13.7	26.6	7.6	35.0	21.3
Hourly Rate	\$850.00	\$800.00	\$600.00	\$650.00	\$650.00	\$900.00	\$1000.00
Lodestar	\$176,290	\$50,640.00	\$8,220.00	\$17,290.00	\$4,940.00	\$31,500.00	\$21,300.00

Total Hours: 374.9
Total Lodestar: \$310,180