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SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

WINSTON TOOLSIE, as an individual and on behalf of all others similarly situated, Plaintiff, v. DIRECT TRAVEL, INC., a Delaware Corporation; and DOES 1-100, inclusive, Defendants.	Case No.: 25CV122876 Assigned for All Purposes to: Hon. Patrick McKinnie Dept. 18 **DECLARATION OF NIKKI TRENNER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: July 29, 2026 Time: 1:30 p.m. Dept.: 18

I, NIKKI TRENNER, declare as follows:

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

2. Attached hereto as Exhibit 1 is a true and correct, fully-executed copy of the Parties' Class Action and PAGA Settlement Agreement and Class Notice. Attached hereto as Exhibit 2 is a true and correct copy of Plaintiff's PAGA notice letter and proof of submission to the LWDA. Attached hereto as Exhibit 3 is a true and correct copy of the LWDA's acknowledgement of receipt of the proposed settlement.

3. After inquiry to all other members of my firm, I am unaware of any other class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims against similar to those asserted in this action on behalf of a class or group of individuals that would include some or all of the individuals who would be Class Members or PAGA Employees in this matter.

FACTUAL BACKGROUND AND PROCEDURAL POSTURE

4. Defendant Direct Travel is a corporate travel management company that assists businesses in planning, booking, and managing travel arrangements efficiently. Plaintiff Toolsie was employed by Defendant from October 7, 2024 through December 13, 2024 as a non-exempt Senior Corporate Travel Advisor. During his employment, Plaintiff was compensated at an hourly rate of $29.00. Plaintiff typically worked Monday through Friday from approximately 6:00 a.m. to 3:00 p.m., five days per week, and on occasion worked overtime.

5. Plaintiff alleges Direct Travel violated California wage and hour law in several respects. First, he alleges Defendant failed to pay all minimum wages due by failing to pay employees for all hours worked, and that class members worked "off the clock" while booting up their computers and going through the log in/authentication process to access needed applications such as Teams and Sabre. Plaintiff also contends meal and rest periods were at times taken late or were cut short when employees were engaged in calls with clients. Per Plaintiff Defendant failed

to pay the required premium wages owed for noncompliant meal periods and failed to pay any premium wages for missed or noncompliant rest periods. Finally, Plaintiff alleges that Defendant failed to fully reimburse employees, who worked remotely from home, for necessary business expenses incurred as a result of the remote work.

6. Based on these allegations, on May 9, 2025, Plaintiff commenced this action by filing a class action complaint alleging causes of action against Defendant for: (a) recovery of unpaid wages and liquidated damages; (b) failure to furnish accurate itemized wage statements; (c) failure to timely pay all wages due upon separation of employment; (d) failure to reimburse business expenses; and (e) violation of the Unfair Competition Law. On May 8, 2025, after notice to Defendant and the LWDA and exhausting administrative remedies, Plaintiff filed a separate Complaint alleging a single cause of action for alleged violations of PAGA based on the same Labor Code violations alleged in the class action.

7. Direct Travel has at all times denied Plaintiff's allegations and maintained its timekeeping and payroll policies and procedures comply with all applicable state and federal law, and that it accurately tracked and paid for all hours worked, including overtime pay. It further argued it provided employees with all required meal and rest breaks on a fully-compliant basis, and further provided reimbursement for all costs associated with remote work. Additionally, Direct Travel strongly contends the case cannot be maintained as a class action, arguing for example that to the extent class members allegedly worked off the clock or missed breaks, it was intermittent and infrequent and evidence of such alleged violations would be anecdotal and therefore individualized issues would predominate.

8. Once the matter was at issue, the Parties began meeting and conferring regarding discovery, law and motion, and other case management issues, and ultimately agreed to attempt mediation. The Parties also agreed on a protocol for an exchange of additional documents and information before the mediation to facilitate the settlement discussions. Consequently, Plaintiff's counsel reviewed payroll records, compensation plans, personnel policies/handbooks, meal and rest break policies, personnel files, and a random of sampling of Class Member paystubs and time records. Defendant also provided data regarding the total number of putative class members, the estimated total amount of workweeks and pay periods they worked, average pay rates, and

information regarding other non-hourly compensation, among other relevant data.

9. The Parties then engaged the Hon. Carl J. West (Ret.), a respected professional neutral with substantial wage and hour and class action experience. In March 2026, the Parties participated in a full day mediation with Judge West. 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, and ultimately reached a tentative settlement. The Parties then drafted the Class Action and PAGA Settlement ("Settlement Agreement") setting forth the settlement terms now before the Court for approval.

THE PROPOSED SETTLEMENT TERMS

10. Under the settlement, Direct Travel will pay $275,000 into a common fund, the Gross Settlement Amount ("GSA"). Attorney's fees of up to $91,666.66 (1/3 of the GSA), litigation costs of up to $30,000, settlement administration costs of no more than $4,990, a service award to Plaintiff of no more than $10,000, and PAGA civil penalties of $25,000 (of which $16,250 is allocated to the LWDA and $8,750 is allocated to the Individual PAGA Payments), all will be paid from the GSA. The balance of around $118,343.34 will be allocated pro rata to the Class Members based on their weeks worked during the Class Period. No portion of the GSA will revert to Direct Travel.

11. The settlement provides for conditional certification of a settlement class including all current and former non-exempt employees who worked for Defendant in the State of California at any time during the Class Period of May 9, 2021 and ending May 15, 2026. The Settlement Class consists of about 86 individuals.

12. As noted, the settlement obligates Direct Travel to pay $275,000 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. At least $118,343.34 from the GSA will be distributed to the Participating Class Members as Individual Class Payments and $8,750 will be allocated to the Aggrieved Employees as Individual PAGA Payments. This is a cash settlement that <u>does not</u> require Participating Class Members or Aggrieved Employees to submit a claim form to receive their settlement share. Participating Class Members and Aggrieved Employees will receive their settlement checks automatically via First Class U.S. Mail. Twenty

percent of each Individual Class Payment will be allocated to wages and the remaining eighty percent will be allocated to penalties and interest, which allocation is consistent with Direct Travel's potential liability allocation had this case been litigated. Direct Travel will pay any and all applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the Court's approval, any amounts not claimed (because a class member does not cash their settlement check) will be forwarded to Children's Defense Fund as the proposed *cy pres* beneficiary.

13. Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her total weeks worked in California as a non-exempt employee during the Class Period. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of unpaid wages, unreimbursed expenses, and potential statutory penalties under applicable law. These methods are intended to ensure each Class Member receives a settlement award corresponding to the relative value of their potential claims. The proposed allocation provides a reasonable way to compensate Class Members based on the amount of time they worked for Direct Travel in California and the amount unpaid off the clock work, etc. I estimate the average award will be around $1,376.09.

14, Subject to the Court's approval, the Parties have agreed on Apex Class Action, LLC ("Apex") as the Settlement Administrator. Apex is qualified and has significant experience administering class action settlements, including numerous wage and hour matters. Apex's fees and costs will not exceed $4,990. If the Court approves less than the above amount, the difference will remain in the Net Settlement Amount for distribution to the Participating Class Members.

15. The proposed Notice of Class Action Settlement (Exhibit A to the Settlement Agreement) sets out information about this case and explains the basic settlement terms in plain language. The Notice also sets forth the individualized information used to calculate Class Members' Individual Settlement Payments and each Class Member's estimated settlement award. The Notice likewise details the procedures for Class Members to dispute their individual information, the procedure for submitting an objection to the Settlement, the procedure to request exclusion, and the fact that any final judgment will bind all class members who do not op out.

Cal. Rules of Court 3.769(f) and 3.766(d). In sum, the Notice provides the Class Members with the information necessary to evaluate the Settlement and decide to participate in, opt out of, or object to the proposed Settlement, and meets all requirements imposed by the California Rules of Court. Coupled with the notice procedure, the Notice provides the best notice practicable.

16. Class Members will have forty-five (45) days to dispute the information in their Notice used to calculate their settlement award, and also have forty-five (45) days to submit any objections to the settlement or to request exclusion. If a Class Member disputes their individual information, the Settlement Administrator will review the Class Member's records and any other information submitted, and make a final determination.

17. All Participating Class Members will release Direct Travel and the Released Parties from "any and all claims during the Class Period that were alleged, or could have been alleged, or that arise from any of the factual allegations in the Operative Complaint and/or the PAGA Letter to the LWDA." Similarly, Plaintiff and Aggrieved Employees, acting on behalf of the LWDA and the State of California, will release all claims for PAGA penalties that "were alleged, or could have been alleged, or that arise from any of the factual allegations in the Operative Complaint and/or PAGA Letter" for the PAGA Period.

18. A modest incentive award for Plaintiff is appropriate under applicable law. He devoted time and resources to the litigation, provided documents, assisted Class Counsel with investigating the claims asserted and in preparing for mediation. The service payment provided to Plaintiff as the class representatives is typical in class action cases and reasonable. Defendant will not oppose a request for an enhancement award to Plaintiff of not more than $10,000.00 in recognition of his time spent on this matter, the risks he undertook on behalf of the class, and the benefit conferred to the class, as addressed in his declaration filed herewith. If the Court approves less than the above amount, the difference will remain in the Net Settlement Amount for distribution to the Participating Class Members.

19. The terms of the Parties' settlement also allow Plaintiff's counsel to apply for an award of attorney's fees of up to one-third of the GSA, or $91,666.66 and reimbursement of actual costs and expenses of up to $30,000.00. Plaintiff's counsel will submit a request for

attorney's fees and actual litigation costs at final approval per the terms of the Settlement Agreement and applicable law, and will provide the Court with appropriate information and evidence regarding hourly rates, tasks performed, and time expended on the case. If the Court approves less than the above amounts, the difference will remain in the Net Settlement Amount for distribution to the Participating Class Members.

20. As noted, the Parties allocated $25,000 to resolution of Plaintiff's alleged claims under PAGA, and Plaintiff submits that amount is fair, reasonable and adequate, and furthers with PAGA's underlying purposes. Consistent with PAGA, $16,250 of that amount will go to the LWDA for the State's share of the civil penalties, while the remaining $8,750 will be distributed pro rata to eligible Aggrieved Employees. Prior to filing this motion, Plaintiff provided notice of the proposed settlement of the PAGA claims and the approval hearing to the LWDA.

The Proposed Settlement Class Should Be Conditionally Certified

21. The class is both sufficiently numerous, consisting of approximately 86 individuals, and ascertainable by reference to Defendant's personnel and payroll records.

22. Plaintiff is an adequate class representative, as his claims do not conflict with and are not antagonistic to the claims of other class members. Further, his claims are typical as he is a member of the class and his claims arise from the same employment practices and course of conduct giving rise to the claims of the other class members.

23. Common questions of law and fact predominate – particularly for purposes of a settlement class – as the Class Members all were paid via substantially similar company-wide policies that resulted in alleged off the clock work and alleged "on duty" meal periods that went uncompensated. For instance, whether class members had to take care of non-driving duties while "off the clock" presents another common issue. Regardless of this determination, it will decide liability for all Class Members one way or another.

24. Resolving this matter as a class action is superior to other available means for the fair and efficient adjudication of this controversy for multiple reasons, including inter alia: (a) individual joinder of all members of the class is impractical, (b) class action treatment will permit a large number of similarly situated persons to resolve their common claims in a single forum

simultaneously, efficiently, and without unnecessary duplication of effort and expense; and (c) the damages suffered by many of the individual class members are relatively small and the expenses and burden of individual litigation would make it difficult or impossible for them to seek redress on their own.

<u>The Proposed Settlement Meets the Dunk and Kullar Factors and is within the Range of Reasonableness</u>

25. Prior to mediation, the parties engaged in extensive formal and informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding Direct Travel's payroll practices, pay stubs and time records for a sampling of class members, meal break policies, etc., and information from Defendant regarding class size and breakdown of job positions, work weeks, rates of pay, and other information used to formulate a damages model. This extensive information then was analyzed by a consulting expert to look for time spent working off the clock, etc., and other issues relevant to liability and damages. Plaintiff's counsel are confident they obtained sufficient information to enable them to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is in the best interests of the class.

26. Using that data, Plaintiff ran various calculations and estimated Direct Travel's likely maximum exposure on the class claims at approximately $2,418,346, including about $65,888 on the unpaid wage/off the clock claim, $186,805 on the meal violation claims, $1,635,615 on the rest break claims, $78,960 on the unreimbursed expense claim, $296,300 on the wage statement claims, and $154.778 on the waiting time penalty claims. [Trenner Decl., ¶¶ 26-27.] Plaintiff and counsel substantially discounted the value of these claims, however, in light of Defendant's multi-layered defenses on both class certification and on the merits, and the considerable risks posed by proceeding with the litigation.

27. We estimated these amounts as follows:

Unpaid Wages/Off the Clock

10,528 work weeks * 25 minutes OTC/week * $15.02/hour avg. min. wage = $65,888

Meal Period Violations

51,550 eligible shifts *11.8% violation rate * $30.71/hour avg. rate = 186,805

Rest Period Violations

53,260 eligible shifts * 100% violation rate * $30.71/hour avg. rate = $1,635,615

Expense Reimbursement

10,528 work weeks * $7.50/week = $78,960

Wage Statement Claim

66 initial violations * $50/violation + 2,930 subsequent violations * $100/violation = $296,300

Waiting Time Penalties

21 former employees * (240 hours * $30.71/hour avg. rate) = $154,778

28. First, on the unpaid wage claims, Plaintiff alleged Direct Travel failed to pay for all hours worked and particularly failed to compensate employees for time spent booting up work computers and logging in to the various applications needed to perform their job duties. Plaintiff estimated class members lost at least 5 minutes of compensable time each shift for these reasons and, as held by the California Supreme Court even brief periods of regularly occurring work time must be compensated as it can accumulate into meaningful unpaid wages.

29. In response, Defendant argued that its policies prohibited any “off the clock” work and that it fully compensated employees for all hours worked, and further paid all wages at the correct overtime rates. Accordingly, per Direct Travel, if any off the clock work occurred it was intermittent and infrequent, against company policy, and done without the employer’s knowledge or consent. For these reasons, per Direct Travel, class certification of this issue would be impossible because innumerable individual inquires would be required to determine what “off the clock” occurred and if it was compensable.

30. On the meal and rest break claims, Plaintiff alleged that Defendant's policies did not permit employees freedom to leave the premises during their meal periods for at least part of the class period, and thus were facially non-compliant. Beyond that, Plaintiff's review of the sampling of records received suggested substantial "de facto" violations for missed, late, and short meal breaks, and suggested at least an 11.8% violation rate for unique meal period violations. Similar to meal periods, Plaintiff also alleged rest periods were frequently delayed, cut

short, or missed entirely due to the demands of the position, as the nature of the job required class members to remain available to handle a high volume of calls, leaving insufficient time to take timely and uninterrupted rest breaks.

31. Defendant denied Plaintiff's contentions, claiming it made meal and rest breaks available to Class Members in compliance with California law. Defendant contended its meal and rest break policies are lawful and that Class Members were frequently reminded they were required to take all meal and rest breaks. Defendant also contends that time records demonstrate that Class Members took duty-free, timely meal breaks. Defendant also contends its meal and rest break policies and practices comported with the flexibility the *Brinker* court held was integral to California's meal and rest period requirements. Finally, Defendant argues that Plaintiff's meal and rest break claims are not susceptible to common proof, as the claims would require individualized inquiry, including whether there was an unlawful companywide policy, whether employees had the opportunity to take meal and rest periods, whether they voluntarily chose to forego their meal and rest periods, and whether Defendant ever prevented them from taking meal and rest periods. Accordingly, Defendant contends these claims are vulnerable to a ruling that class treatment is not appropriate.

32. On the expense reimbursement claim, Plaintiff alleges that he and the class members had to incur costs associated with working remotely from home, such as a desk, chair, paper, and pens. Additionally, Plaintiff and the class were required to use their home internet service and electricity without reimbursement by Defendant. In response, Direct Travel argued its policies authorized reimbursement of expenses incurred working from home.

33. Finally, Plaintiff's claims under Labor Code sections 203 and 226 are derivative of the primary unpaid wage claims, and accordingly are subject to the same risks and uncertainties plus additional risks posed by the need to take into account the discretionary nature of such awards and the "good faith" and other defenses available to Defendant. Thus, while these claims largely are derivative of the unpaid wage claim, they also are subject to additional defenses.

34. As far as potential PAGA liability, the allegedly aggrieved employees theoretically are entitled to penalties totaling around $1,250,000 in civil penalties should Plaintiff prevail on all

claims and establish violations of the multiple Labor Code sections as to each and every pay period at issue. 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 $25,000 to PAGA penalties, and Plaintiff submits this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

35. The settlement obviates the significant risk that this Court may find any kind of class or representative resolution unachievable or deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued litigation would be lengthy and expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial and possible appeals, and would further and substantially delay any recovery by the class with no assurance of recovering significantly more than the proposed settlement. While Plaintiff is confident in the merits of these claims, legitimate controversies exist regarding each one of them. Plaintiff also recognizes proving the amount of wages and penalties due each Class Member would be an expensive, time-consuming, and uncertain proposition.

36. Plaintiff and I discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. We concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class, and the overall $275,000 recovery represents a significant percentage of Defendant's potential exposure. Given these risks, a total recovery for the class of $275,000, which will result in average award of over $1,376.09 per class member, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

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CROSNER LEGAL'S QUALIFICATIONS

37. 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.

38. 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. Intercontiental 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.

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

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

41. Mr. Crosner currently is 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 member of the Pound Civil Justice Institute. He was selected for 2018-20 by Super Lawyers as a "Southern California Rising Star" for employment and labor law.

42. Jamie Serb is a partner with Crosner Legal and head of the firm's Wage & 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 has handled wage and hour class actions and PAGA lawsuits for some 10 years and has assisted in obtaining millions of dollars for employees during her years of practice.

Members without further delay.

43. 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).

44. For all the foregoing reasons, I believe the settlement is fair, reasonable, and in the best interests of the class.

Dated: July 2, 2026

Nikki Trenner

Nikki Trenner